

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
May 13, 2025**

**AGENDA**

9:30	<b>Done</b>	<a href="#">Presentations</a>
9:30	<b>Adopted</b>	<a href="#">Board Adoption of the FY 2026 Budget Plan</a>
10:00	<b>Done</b>	<a href="#">Matters Presented by Board Members</a>
10:00	<b>Done</b>	<a href="#">Items Presented by the County Executive</a>

**ADMINISTRATIVE  
ITEMS**

1	<b>Approved</b>	<a href="#">Approval of Streets into the Secondary System – Valley Road Subdivision (Springfield District)</a>
2	<b>Approved</b>	<a href="#">Additional Time to Establish Use or Commence Construction Special Exception SE-2015-MV-032, Artis Senior Living, LLC (Mount Vernon District)</a>
3	<b>Approved</b>	<a href="#">Authorization to Advertise a Public Hearing on the Spot Blight Abatement Ordinance for 3106 Groveton Street, Alexandria, VA 22306 (Franconia District)</a>
4	<b>Approved</b>	<a href="#">Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-5, 7-2-6, 7-2-9, 7-2-13, and 7-3-2 to Divide and Create Precincts in Hunter Mill, Dranesville, and Mount Vernon Districts; Rename and Relocate Polling Places in Franconia District; Adjust Precinct Boundaries in Providence and Sully Districts; and Relocate a Voter Satellite Office (Hunter Mill, Dranesville, Franconia, Mount Vernon, Providence, and Sully Districts)</a>
5	<b>Approved</b>	<a href="#">Authorization to Advertise a Public Hearing to Grant and Terminate Easements on County-Owned Property at 8914 Little River Turnpike to Global Signal Acquisitions IV LLC (Mason District)</a>
6	<b>Approved</b>	<a href="#">Authorization to Advertise a Public Hearing on Amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic</a>

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
May 13, 2025**

**ADMINISTRATIVE  
ITEMS  
(continued)**

- |    |                 |  |
|----|-----------------|--|
| 7  | <b>Approved</b> | Authorization to Advertise a Public Hearing to Consider Amendments to the Code of the County of Fairfax– Chapter 5, Relating to Possession of Alcoholic Beverages                                  |
| 8  | <b>Approved</b> | Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon Portions of Hillview Court (Franconia District)  |
| 9  | <b>Approved</b> | Authorization to Advertise a Public Hearing to Consider an Ordinance Establishing the Edison Residential Permit Parking District, District 50 (Franconia District)                                 |
| 10 | <b>Approved</b> | Authorization to Advertise a Public Hearing to Consider an Ordinance Expanding the Culmore Residential Permit Parking District, District 9 (Mason District)  |
| 11 | <b>Approved</b> | Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Woodside Drive (Dranesville District)   |
| 12 | <b>Approved</b> | Endorsement of the Virginia Department of Transportation Secondary Six-Year Program for Fiscal Years 2026-2031   |
| 13 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Accotink Creek Tributary at Carrleigh Parkway Stream Restoration Project (Braddock District)   |
| 14 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Difficult Run Tributary at Government Center Stream Restoration Project (Braddock District)    |
| 15 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Dogue Creek Tributary at Greendale Golf Course Stream Restoration Project (Franconia District) |



**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
May 13, 2025**

**ADMINISTRATIVE  
ITEMS  
(continued)**

- |    |                 |   |
|----|-----------------|---|
| 16 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Cameron Run Tributary at La Vista Drive Stream Restoration Project (Franconia District)                           |
| 17 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Colvin Run Phase II at Lake Fairfax Park Stream Restoration Project (Hunter Mill District)                        |
| 18 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Old Courthouse Spring Branch Phase II at Ashgrove Historic Park Stream Restoration Project (Hunter Mill District) |
| 19 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Coon Branch at Annandale Park Stream Restoration Project (Mason District)   |
| 20 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Little Pimmit Run Tributary at Woodland Terrace Stream Restoration Project (Dranesville District)                 |
| 21 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Rocky Run Tributary at Dulles Access Road Stream Restoration Project (Dranesville District)                       |
| 22 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Piney Run at Lake Werowance Stream Restoration Project (Dranesville District)                                     |
| 23 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Long Branch North at Arlington Boulevard and Robin Ridge Court Stream Restoration Project (Providence District)   |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
May 13, 2025**

**ADMINISTRATIVE  
ITEMS  
(continued)**

- |    |                 |   |
|----|-----------------|---|
| 24 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Rocky Branch Tributary at Ashlawn Park Stream Restoration Project (Providence District) |
| 25 | <b>Approved</b> | Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Popes Head Tributary at Havenner Road Stream Restoration Project (Springfield District) |

**ACTION ITEMS**

- |   |                 |   |
|---|-----------------|---|
| 1 | <b>Approved</b> | Resolution to Support the Partial Abandonment of Accotink Road (Mount Vernon District)  |
| 2 | <b>Approved</b> | Approval of 2025 Rate Adjustments to Centreville Area, Fairfax Center Area, Reston, Tysons, Tysons Grid of Streets, and Tysons-Wide Road Funds (Braddock, Dranesville, Hunter Mill, Providence, Springfield, and Sully Districts) |
| 3 | <b>Approved</b> | Adoption of Repetitive Loss Area Analysis for Fairfax County  |

**CLOSED SESSION**

<b>Held</b>	Closed Session
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**PUBLIC  
HEARINGS**

- |      |   |  |
|------|---|--|
| 4:00 | <b>Deferred to<br/>06/24/2025 at<br/>4:00p.m.</b> | Public Hearing to Convey Certain Land Rights in Board-Owned Property to the Virginia Department of Transportation for the Vienna Metro Station Bicycle and Pedestrian Improvements Project   |
| 4:00 | <b>Approved</b>                                   | Public Hearing for the Enlargement of Merrimac Area 1 Sanitary District for Refuse/Recycling Collection Services and the De-Creation/Re-Creation of Haycock Road Area 2 Sanitary District to Remove Vacuum Leaf Collection Services (Dranesville District) |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
May 13, 2025**

**PUBLIC  
HEARINGS  
(continued)**

4:00	<b>Approved</b>	Public Hearing for the Enlargement of Pleasant Ridge Area 5 Sanitary District for Refuse/Recycling Collection Services and the De-Creation/Re-Creation of Maryalice Place Area and Spring Lane Community Association to Remove Vacuum Leaf Collection Services (Mason District)
4:00	<b>Approved</b>	Public Hearing for the De-Creation/Re-Creation of Shreve Road Area Sanitary District to Remove Vacuum Leaf Collection Services (Providence District)
4:00	<b>Approved</b>	Public Hearing on Proposed Plan Amendment PA-2023-II-2V, Hunter's Branch Office Complex, Northwest Quadrant of the Intersection of Route 29 and Nutley Street (Providence District)
4:30	<b>Approved</b>	Public Hearing on Proposed Plan Amendment PA-2024-III-1P, Ox Road/Hooes Road, East Side of Ox Road (Route 123) South of Hooes Road and West of Old Ox Road (Mount Vernon District)
4:30	<b>Approved</b>	Public Hearing on Proposed Plan Amendment SSPA 2023-IV-2S, Franconia Triangle (S-9 Beulah Community Planning Sector Recommendation #3) Study (Franconia District)



# *Fairfax County, Virginia*

## ***BOARD OF SUPERVISORS***

### ***AGENDA***

**Tuesday**  
**May 13, 2025**

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9:30 a.m.

#### PRESENTATIONS

RESOLUTIONS — To recognize and honor the Fairfax County Public Schools 2024-25 winter sports team and individual champions.

#### STAFF:

Tony Castrilli, Director, Office of Public Affairs  
Jeremy Lasich, Office of Public Affairs  
Imtiaz Ali, Office of Public Affairs

Board Agenda Item  
May 13, 2025

9:30 a.m.

Board Adoption of the FY 2026 Budget Plan

ENCLOSED DOCUMENTS:

Attachment 1 – FY 2026 Budget package will be available online on Tuesday, May 13, 2025, at: <http://www.fairfaxcounty.gov/budget>

STAFF:

Bryan J. Hill, County Executive  
Christina Jackson, Deputy County Executive/Chief Financial Officer  
Philip Hagen, Director, Department of Management and Budget  
Katie Horstman, Deputy Director, Department of Management and Budget  
Joe LaHait, Deputy Director, Department of Management and Budget

Board Agenda Item  
May 13, 2025

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item  
May 13, 2025

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item  
May 13, 2025

ADMINISTRATIVE – 1

Approval of Streets into the Secondary System – Valley Road Subdivision (Springfield District)

ISSUE:

Board approval of streets to be accepted into the State Secondary System.

RECOMMENDATION:

The County Executive recommends that the street(s) listed below be added to the State Secondary System:

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Valley Road Subdivision	Springfield	Neysa Lane

TIMING:

Board approval is requested on May 13, 2025.

BACKGROUND:

Inspection has been made of these streets, and they are recommended for acceptance into the State Secondary System.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

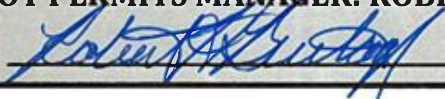
Attachment 1 – Street Acceptance Form for Board of Supervisors Resolution

STAFF:

Jennifer Miller, Deputy County Executive  
William D. Hicks, P.E., Director, Land Development Services



## Street Acceptance Form For Board Of Supervisors Resolution

<b>FAIRFAX COUNTY BOARD OF SUPERVISORS</b> <b>FAIRFAX, VA</b> Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		<b>VIRGINIA DEPARTMENT OF TRANSPORTATION</b> <b>OFFICE OF LAND USE - FAIRFAX PERMITS</b> REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.	
		<b>PLAN NUMBER:</b> 8672-SD-007	
		<b>SUBDIVISION PLAT NAME:</b> Valley Road Subdivision	
		<b>COUNTY MAGISTERIAL DISTRICT:</b> Springfield	
<b>VDOT PERMITS MANAGER: ROBERT H. BURTON</b> BY: 		<b>FOR OFFICIAL USE ONLY</b> <b>VDOT INSPECTION APPROVAL DATE:</b> <u>04/04/2025</u>	
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Neysa Lane	CL Valley Road, Route 1213 - 605' W CL Ganell Place, Route 3211	445' S to End of Cul-de-Sac	0.08
<b>NOTES:</b>			<b>TOTALS:</b>
5' Concrete Sidewalk on the West Side to be maintained by VDOT.			0.08

Board Agenda Item  
May 13, 2025

ADMINISTRATIVE – 2

Additional Time to Establish Use or Commence Construction Special Exception  
SE-2015-MV-032, Artis Senior Living, LLC (Mount Vernon District)

ISSUE:

Board consideration of additional time to establish use or commence construction for SE-2015-MV-032, pursuant to the provisions of *subsection 8100.3.D.(6) of the Zoning Ordinance*.

RECOMMENDATION:

The County Executive recommends that the Board approve 24 months additional time for SE-2015-MV-032, to establish the use or commence construction, to ~~January~~ **July** 1, 2027.

TIMING:

Board action is requested on May 13, 2025, prior to the expiration of the SE on July 1, 2025.

BACKGROUND:

Under *subsection 8100.3.D.(6) of the Zoning Ordinance*, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

The 5.29-acre property [Tax Map 106-2 ((1)) 8] is located on the east side of Ox Road, south of Blu Steel Way and north of the Shoppes of Lorton Valley Shopping Center. (See locator map, Attachment 1) On July 26, 2016, the Board of Supervisors approved Special Exception SE-2015-MV-032, subject to development conditions. (See Clerk's letter, Attachment 2) The application was filed in the name of Artis Senior Living, LLC, to permit an assisted living facility (medical care facility) and an increase in maximum permitted fence height. The SE was approved concurrent with Rezoning RZ-2016-MV-011, which rezoned the property from the R-1 to the R-2 district. SE-2015-MV-032 was approved

Board Agenda Item  
May 13, 2025

with a condition requiring that the use be established, or construction be commenced and diligently prosecuted, within 30 months of the approval date unless the Board grants additional time.

On June 23, 2020, the Board of Supervisors approved 24 months additional time to commence construction or establish the use for SE-2015-MV-032, until July 1, 2022, pursuant to the provisions of Section 9-015 of the Zoning Ordinance in effect at that time (see Attachment 3). The Special Exception would have expired, without notice, on July 1, 2022, however, §15.2-2209.1 of the Code of Virginia permitted an automatic extension to July 1, 2025. On February 10, 2025, the Department of Planning and Development (DPD) received a letter, from Bernard S. Suchicital, agent for the Applicant, requesting 24 months of additional time (See Attachment 4).

Mr. Suchicital states additional time is necessary to commence construction and establish the use because the Applicant has been undergoing business challenges related to impacts from the COVID-19 pandemic and associated challenges in the assisted living facility industry. The Applicant has demonstrated their investment in and intention to develop the site through approval of a site plan in 2019, along with, in 2020, approval of a minor variation to the rezoning and zoning interpretation approvals related to landscaping, building materials, and building height modifications. Finally, the applicant has submitted architectural plans to the County for building permit issuance. In an abundance of caution, Mr. Suchicital is requesting an additional 24 months to ensure the special exception approval remains valid and allow the requestor to establish use and commence construction.

Staff has reviewed SE-2015-MV-032 and has established that the proposal is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a medical care facility within the R-2 zoning district. The concurrent rezoning which accompanied the special exception will not expire but governs until amended by the Board. Further, staff knows of no change in land use circumstances which should require the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the special exception. Finally, the conditions associated with the Board's approval of SE-2015-MV-032 are still appropriate and remain in full force and effect. The applicant has demonstrated that they are pursuing development of the property in good faith, and (as noted) have secured site plan and related zoning approvals. Staff believes that approval of the request for 24 months additional time is in the public interest and recommends that it be approved. In the absence of demonstrated efforts to commence construction, further requests for an additional time may not be appropriate.

Board Agenda Item  
May 13, 2025

EQUITY IMPACT:  
None.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:  
Attachment 1: Locator Map  
Attachment 2: Clerk's Letter dated July 27, 2016, to G. Evan Pritchard  
Attachment 3: Clerk's Letter dated June 24, 2020, to Bernard S. Suchicital  
Attachment 4: Letter dated February 10, 2025, to Leslie B. Johnson

STAFF:  
Jennifer Miller, Deputy County Executive  
Tracy D. Strunk, Director, Department of Planning and Development (DPD)  
Suzanne Wright, Director, Zoning Evaluation Division (ZED), DPD  
Cathy Belgin, Chief, Conformance Review & Acceptance Branch, ZED, DPD  
Ryan Johnson, Staff Coordinator, ZED, DPD



**Special Exception**

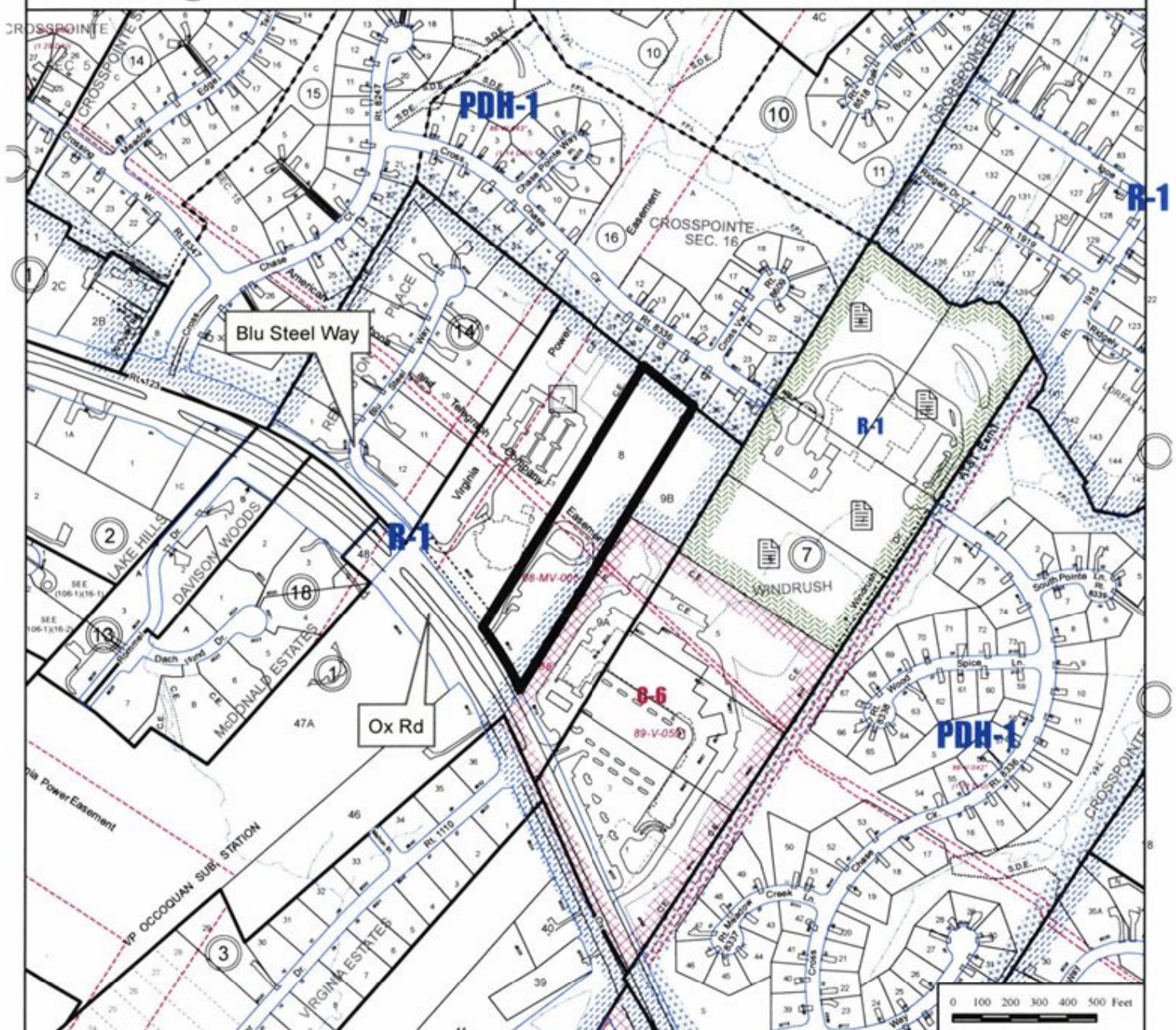
SE 2015-MV-032



Applicant: ARTIS SENIOR LIVING, LLC  
 Accepted: 11/19/2015  
 Proposed: ASSISTED LIVING FACILITY AND INCREASE  
 IN MAXIMUM PERMITTED FENCE HEIGHT

Area: 5.29 AC OF LAND; DISTRICT - MOUNT VERNON

Zoning Dist Sect: 03-0104  
 Located: 8911 OX ROAD, LORTON, VA 22079  
 Zoning: R- 1  
 Plan Area: 3,  
 Overlay Dist:  
 Map Ref Num: 106-2- /01/ /0008

**ATTACHMENT 1**





## County of Fairfax, Virginia

*To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County*

July 27, 2016

G. Evan Pritchard  
Walsh, Colucci, Lubeley & Walsh, P.C.  
2200 Clarendon Boulevard, Suite 1300  
Arlington, VA 22201

**RECEIVED**  
Department of Planning & Zoning  
AUG 18 2016  
Zoning Evaluation Division

Re: Special Exception Application SE 2015-MV-032  
(Concurrent with Rezoning Application RZ 2016-MV-011)

Dear Mr. Pritchard:

At a regular meeting of the Board of Supervisors held on July 26, 2016, the Board approved Special Exception Application SE 2015-MV-032 in the name of Artis Senior Living, LLC. The subject property is located at 8911 Ox Road on approximately 5.29 acres of land, zoned R-1 in the Mount Vernon District [Tax Map 106-2 ((1)) 8]. The Board's action permits an assisted living facility and an increase in maximum permitted fence height, pursuant to Sections 3-104 and 10-104 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.
2. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the Special Exception Plat approved with the application, as qualified by these development conditions.
3. This Special Exception is subject to the provisions of Article 17 of the Zoning Ordinance, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any site plan submitted pursuant to this Special Exception shall be in substantial conformance with the approved General Development Plan/Special Exception Plat titled "Artis Senior Living of Lorton, Medical Care Facility" prepared by Freeland Engineering, PC, dated February 10, 2016, as revised through May 16, 2016, and these conditions. Minor modifications to the approved Special Exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

**Office of the Clerk to the Board of Supervisors**

12000 Government Center Parkway, Suite 533  
Fairfax, Virginia 22035

Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711

Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)

*htfn /Aintrui fairfaxcountv rrvn/hricrlarir*

SE 2015-MV-032

July 27, 2016

4. The Applicant shall maintain at least four percent of the beds for residents who are eligible for the Virginia Department for Aging and Rehabilitative Services' Auxiliary Grant Program.
5. A noise study, including any necessary mitigation measures shall be approved by the Environment and Development Review Branch (EDRB) of the Department of Planning and Zoning and DPWES prior to submission of the building plans to demonstrate that interior noise will not exceed a level of approximately DNL 45 dBA.
6. The architectural design of the proposed facility shall generally conform to the character and quality of the illustrative elevation included as Attachment 1 to these conditions. The building materials shall be predominantly brick and masonry stone.
7. The applicant will include, as part of the site plan submission and building plan submission, a list of specific credits within the most current version of the U.S. Green Building Council's Leadership in Energy and Environmental Design—New Construction (LEED®-NC) rating system, LEED for Healthcare, or other LEED rating system determined to be applicable to the building(s) by the U.S. Green Building Council (USGBC), that the applicant anticipates attaining. A LEED-accredited professional (LEED-AP) who is also a professional engineer or licensed architect will provide certification statements at both the time of site plan review and the time of building plan review confirming that the items on the list will meet at least the minimum number of credits necessary to attain LEED certification of the project.
8. In addition, prior to site plan approval, the applicant will designate the Chief of the Environment and Development Review Branch of the Department of Planning and Zoning as a team member in the USGBC's LEED Online system. This team member will have privileges to review the project status and monitor the progress of all documents submitted by the project team, but will not be assigned responsibility for any LEED credits and will not be provided with the authority to modify any documentation or paperwork.
9. Prior to the building plan approval, the applicant will submit documentation, to the Environment and Development Review Branch of DPZ, regarding the U.S. Green Building Council's preliminary review of design-oriented credits in the LEED program. This documentation will demonstrate that the building is anticipated to attain a sufficient number of design-related credits that, along with the anticipated construction-related credits, will be sufficient to attain LEED Certified certification. Prior to release of the bond for the project, the applicant shall provide documentation to the Environment and Development Review Branch of DPZ demonstrating the status of attainment of LEED certification from the U.S. Green Building Council for the building.



SE 2015-MV-032  
July 27, 2016

10. As an alternative to the actions outlined in the above paragraphs, or if the U.S. Green Building Council review of design-oriented credits indicates that the project is not anticipated to attain a sufficient number of design-related credits to support attainment of LEED Certified certification, the applicant will post, a "green building escrow," in the form of cash or a letter of credit from a financial institution acceptable to DPWES as defined in the Public Facilities Manual, in the amount of (\$2/square foot). This escrow will be in addition to and separate from other bond requirements and will be released upon demonstration of attainment of LEED Certified certification or higher level of certification, by the U.S. Green Building Council, under the most current version of the LEED-NC, LEED for Healthcare rating system or other LEED rating system determined, by the U.S. Green Building Council. The provision to the Environment and Development Review Branch of DPZ of documentation from the U.S. Green Building Council that the building has attained LEED certification will be sufficient to satisfy this commitment. At the time LEED certification is demonstrated to the EDRB, the escrowed funds and/or letter(s) of credit shall be released to the Applicant.
11. If prior to bond extension, reduction or final bond release for the building site, whichever occurs first, the Applicant provides to EDRB documentation demonstrating that LEED Certified certification for the building has not been attained but that the building has been determined by the USGBC to fall within three (3) points of attainment of LEED certification, 50% of the green building escrow will be released to the Applicant; the other 50% will be released to Fairfax County and will be posted to a fund within the County budget supporting implementation of county environmental initiatives. If the certification is still in progress at the time of application for the bond extension or reduction, the time frame for the provision of the documentation described above shall be automatically extended to the time of the next bond extension or extension. However, the documentation must be provided prior to the final bond release for the building site.
12. If prior to the bond extension, reduction or final bond release for the building site, whichever occurs first, the Applicant fails to provide documentation to EDRB demonstrating attainment of LEED Certified certification or demonstrating that the building has fallen short of LEED Certified certification by three (3) points or less, the entirety of the escrow for that building will be released to Fairfax County and will be posted to a fund within the County budget supporting implementation of County environmental initiatives. If the certification is still in progress at the time of application for bond extension or reduction, the time frame for the provision of the documentation described above shall be automatically extended to the time of the next bond extension or reduction. However, the documentation must be provided prior to the final bond release for the building site.
13. If the Applicant provides documentation from the USGBC demonstrating, to the satisfaction of the Environment and Development Review Branch of DPZ, that USGBC completion of the review of the LEED certification application has been delayed through no fault of the Applicant, the Applicant's contractors or



SE 2015-MV-032  
July 27, 2016

subcontractors, the time frame may be extended as determined appropriate by the Zoning Administrator, and no release of escrowed funds shall be made to the Applicant or to the County during the extension.

This approval, contingent on the above noted conditions, shall not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards.

**The Board also:**

- Waived Sect 9-308 (3) for the provision of a side or rear service entrance for service vehicles
- Waived Section 9-308 (4) of the Zoning Ordinance for direct access from an arterial street
- Modified Section 9-308 (5) of the Zoning Ordinance to permit a medical care building 61.6 feet from the north property line
- Modified Section 10-104 to increase the maximum permitted fence height to 8 feet
- Modified the transitional screening and barrier requirements of Sections 13-303 and 13-304 of the Zoning Ordinance in favor of the landscaping shown on the GDP/SE Plat
- Waived the service drive requirement of Section 17-201 of the Zoning Ordinance
- Waived the loading space requirements of Section 11-203 of the Zoning Ordinance

Sincerely,



Catherine A. Chianese  
Clerk to the Board of Supervisors

SE 2015-MV-032  
July 27, 2016

cc: Chairman Sharon Bulova  
Supervisor Daniel Storck, Mount Vernon District  
Howard Goodie, Director, Real Estate Division, Dept. of Tax Administration  
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ  
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning  
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay  
Michael Davis, Section Chief, Transportation Planning Division  
Donald Stephens, Transportation Planning Division  
Ken Williams, Plans & Document Control, ESRD, DPWES  
Department of Highways-VDOT  
Sandy Stallman, Park Planning Branch Manager, FCPA  
Abdi Hamud, Development Officer, DHCD/Design Development Division  
Jill Cooper, Executive Director, Planning Commission  
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation



## County of Fairfax, Virginia

*To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County*

June 24, 2020

Bernard S. Suchicital  
Walsh, Colucci, Lubeley & Walsh, P.C.  
2200 Clarendon Blvd., Suite 1300  
Arlington, Virginia 22201

**RE: Additional Time for Special Exception Application SE 2015-MV-032 – Artis Senior Living, LLC  
Mount Vernon District**

Dear Mr. Suchicital:

At a regular meeting held on June 23, 2020, the Board of Supervisors approved twenty-four months additional time to commence construction for Special Exception Application SE 2015-MV-032 in the name of Artis Senior Living, LLC until July 1, 2022, pursuant to the provisions of Section 9-015 of the Zoning Ordinance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill G. Cooper".

Jill G. Cooper  
Clerk for the Board of Supervisors

Cc: Supervisor Daniel G. Storek, Mount Vernon District  
Thomas Reed, Director, Real Estate Division, Dept. of Tax Administration  
Tracy D. Strunk, Director, Zoning Evaluation Division, Dept. of Planning and Development  
Deputy Zoning Administrator, Dept. of Planning and Development  
Michael Liddle, Director, GIS Services, Department of Information Technology  
Jeff Hermann, Section Chief, Transportation Planning Division  
Andrea Dorlester, Park Planning Branch Manager, FCPA  
Abdi Hamud, Program Administrator, DHCD/Design Development Division  
Michael Guarino, Chief Capital Projects Sections, Dept. of Transportation  
Morgan Wolfe, Chief, Bonds & Agreements, Land Development Services

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Department of Clerk Services  
Clerk for the Board of Supervisors  
12000 Government Center Parkway, Suite 552  
Fairfax, Virginia 22035  
Phone: 703-324-3151 • Fax: 703-324-3926 • TTY: 711  
Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)  
<http://www.fairfaxcounty.gov/bosclerk>



**WALSH COLUCCI  
LUBELEY & WALSH PC**

Bernard S. Suchicital  
Land Use Planner  
(703) 528-4700 Ext. 5419  
bsuchicital@thelandlawyers.com

February 10, 2025

**Via Fairfax County PLUS**

Leslie B. Johnson, Zoning Administrator  
Zoning Administration Division  
Fairfax County Department of Planning & Development  
12055 Government Center Parkway, Suite 807  
Fairfax, Virginia 22035

**Re: SE 2015-MV-032  
Request for Additional Time to Commence Construction  
Applicant: Artis Senior Living, LLC  
Fairfax County Tax Map Reference: 106-2 ((1)) 8 (the “Subject Property”)**

Dear Ms. Johnson:

On behalf of Artis Senior Living, LLC (“Artis”), and as per subsection 8100.3.D(6) of the Zoning Ordinance of Fairfax County, Virginia (the “Zoning Ordinance”), I am writing to request additional time to commence construction for an approved assisted living facility associated with SE 2015-MV-032 (the “SE”).

By way of background, the referenced special exception was approved by the Board of Supervisors on July 26, 2016. Approval was granted for operation of an assisted living facility and an increase in maximum permitted fence height. The SE was set to expire, without notice, unless construction commenced and was diligently prosecuted within thirty (30) months of the date of approval, or in this specific case by January 26, 2019. However, § 15.2-2209.1 of the *Code of Virginia* permitted an automatic extension of this deadline to July 1, 2020.

In the spring of 2020, acting on behalf of the Applicant, I requested County approval of additional time to commence construction of the assisted living facility. On June 23, 2020, the Board approved twenty-four months additional time to commence construction pursuant to then § 9-015 of the Zoning Ordinance. This set the expiration date for the referenced SE at July 1, 2022.

**ATTORNEYS AT LAW**

703 528 4700 • WWW.THELANDLAWYERS.COM  
2200 CLARENDON BLVD. • SUITE 1300 • ARLINGTON, VA 22201-3359

LOUDOUN 703 737 3633 • WOODBRIDGE 703 680 4664

As you are aware, on April 7, 2022, the Governor signed House Bill 272 automatically extending the validity of certain special exception and special use permit approvals until July 1, 2023. On May 12, 2022, Elizabeth Baker with our firm, acting on behalf of the Applicant, submitted a request confirming that the automatic extension applied to SE 2015-MV-032, and requested an approval of an additional 24 months to commence construction of this assisted living facility. On July 14, 2022, Fairfax County administratively approved an additional 12 months to commence construction or establish the use on the property. This set the expiration date for the referenced SE at July 1, 2023.

On June 30, 2023, I requested County approval of additional time to commence construction of the assisted living facility for an additional 24 months to commence construction of this assisted living facility. This set the expiration date for the referenced SE at July 1, 2025. The Applicant respectfully requests Board approval of an additional 24 months to commence construction of this assisted living facility. If this additional time is granted, the new expiration date of the approval will be July 1, 2027.

Artis gained site plan approval for the proposed assisted living facility in August 2019. Architectural plans have been completed and submitted to the County for building permit issuance. Artis also requested, and received, two detailed zoning interpretations concerning proposed changes to building materials, revised landscaping plans, changes to the stormwater facility, and building height. The COVID-19 pandemic has created further challenges for the assisted living facility industry and additional time is needed to commence construction of the facility approved with SE 2015-MV-032. There have been no changes in circumstances that would render the existing approval inconsistent with the Zoning Ordinance, the Comprehensive Plan, or the public interest.

Should you have any questions or require additional information, please do not hesitate to contact me at (703) 528-4700. As always, I appreciate your cooperation and assistance.

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.



Bernard S. Suchicital  
Land Use Planner

cc: Jay Hicks  
Robert D. Brant

O:\clients\008246\000012\LET\A1284554.DOCX

Board Agenda Item  
May 13, 2025

ADMINISTRATIVE – 3

Authorization to Advertise a Public Hearing on the Spot Blight Abatement Ordinance for 3106 Groveton Street, Alexandria, VA 22306 (Franconia District)

ISSUE:

Public Hearing to adopt a Spot Blight Abatement Ordinance for 3106 Groveton Street, Alexandria, VA 22030 (Tax Map No. 0922 18020037) and approval of a blight abatement plan for the Property.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing to adopt an ordinance to declare 3106 Groveton Street blighted, constituting a nuisance, and approve a blight abatement plan for the Property.

TIMING:

Authorization to advertise on May 13, 2025, a public hearing to be held Tuesday, June 10, 2025, at 4:00 P.M.

BACKGROUND:

*Va. Code Ann. § 36-49.1:1* (2014) (Spot Blight Abatement Statute) allows the Board, by ordinance, to address a property as "spot blight." Under *Va. Code Ann. § 36-3*, a property is considered "blighted" if any structure or improvement on that property endangers the public health, safety, or welfare because it is "dilapidated, deteriorated, or violates minimum health and safety standards." If, after reasonable notice, the owner fails to abate or obviate the conditions that cause a property to be blighted, the Board may approve a spot blight abatement plan, and may recover the costs of implementing that plan against the property owner in the same manner as for the collection of local taxes *Va. Code Ann. § 36-49.1:1(D)–(E)*.

Located on the subject property is a dilapidated, structurally unsafe, one-story dwelling that was constructed in 1940 according to Fairfax County Tax Records along with a detached accessory structure (Shed). The property has inadequate structural support and multiple deteriorated framing members, no heating, no working plumbing facilities, and hazardous electrical elements throughout the dwelling. The structure has been in this condition since 2009. Inspection records indicate no reasonable attempts to correct the VPMC violations at the property have been completed.



Board Agenda Item  
May 13, 2025

A Property Maintenance case was opened and investigated in November 2017 for neglect and maintenance concerns for the dwelling ultimately resulting in violations. Inspections were conducted throughout the year in order to work with the owner to comply with the Virginia Property Maintenance Code (VPMC). No progress was made so on September 14, 2018, during a court hearing, the Court imposed a \$100.00 per day fine. During the next two years, multiple unsuccessful attempts have been made by the owner to address the safety concerns within the structure. During an inspection conducted on February 12, 2020, the property was deemed an Unsafe Structure, and a placard was posted. On October 29, 2021, during a court hearing, the judge imposed a fine of \$600.00 and increased the daily fines to \$200.00 per day. These fines have increased to the outstanding amount of over \$156k. Records indicate the property owner applied for a permit application for interior alterations and a permit was issued on March 15, 2022. However, the work performed did not match the scope of work proposed and no inspections have ever been conducted to date. In June 2022, the Property Maintenance case was transferred to a new investigator due to retirement. The property was referred to the Blight Abatement Program (BAP) due to the unresponsiveness of the owner to correct the maintenance issues.

On April 4, 2023, the Neighborhood Enhancement Task Force (NETF) reviewed the property and approved a preliminary blight determination. BAP staff sent certified and regular notices to the property owner advising them of that determination. To date, the property owner has not responded or otherwise submitted the required spot blight abatement plan to the County.

Due to the increasing deterioration of the structure, BAP staff has determined that the dwelling is not economically feasible to repair and recommend demolition. The NETF concurs with that recommendation in their blight determination.

A recent inspection took place on December 17, 2024, and revealed no significant changes in the properties condition and remains unsafe. A new Property Maintenance Notice of Violation and Unsafe Structure Notice was issued to the property owner on March 4, 2025.

The County will continue to seek cooperation from the property owner to eliminate the blighted conditions; however, it is requested that a public hearing, in accordance with the Spot Blight Abatement Statute, be held to adopt an Ordinance declaring the property blighted and to approve the spot blight abatement plan to demolish the structure. State code requires that the Board provide notice concerning the proposed adoption of such an Ordinance.

If the property owner(s) fails to abate the blighted conditions within thirty (30) days after notification of the Board's action, the County will proceed with the demolition process for the structure(s). The County will incur the cost, expending funds that are available

Board Agenda Item  
May 13, 2025

in Fund 300-C30010, General Construction and Contributions, Project 2G97-001-000, Blight Abatement. The County will then pursue reimbursement from the owner who is ultimately liable for all abatement costs incurred. A lien will be placed on the property and recorded in the County land and judgment records.

EQUITY IMPACT:  
None.

FISCAL IMPACT:

If the blighted conditions are not eliminated by the property owner, the County will fund the demolition from Fund 300-C30010, General Construction and Contributions, Project 2G97-001-000, Strike Force Blight Abatement. Funding is available in Project 2G97-001-000 to proceed with the demolition, estimated to cost approximately \$ 55,000.00.

It is anticipated that all costs (including direct County administrative costs) of the blight abatement will be recovered from the property owner(s). Funds recovered will be allocated to the Blight Abatement Program to carry out future blight abatement plans.

ENCLOSED DOCUMENTS:

Attachment 1: Property Photographs  
Attachment 2: Tax Map

STAFF:

Jennifer Miller, Deputy County Executive  
Gabriel Zakkak, Director, Department of Code Compliance  
Benjamin Aiken, Deputy Director, Department of Code Compliance  
Kevin Talbot, Code Compliance Investigator III, Department of Code Compliance  
Dustin Bergey, Code Compliance Investigator III, Department of Code Compliance





Case #: PMINV-2017-142812

PMINV-2022-195468

Address: 3106 Groveton Street Alexandria, VA 22306

**\*PHOTOS TAKEN BY INVESTIGATOR  
VICTORIA FITZGERALD (RETIRED)\***

Photographer:

*Kevin Talbot*

Kevin Talbot, Investigator  
County of Fairfax, Dept. of Code Compliance



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County of Fairfax, Dept. of Code Compliance





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Photographer:

A handwritten signature in black ink that reads "Kevin Talbot".

Kevin Talbot, Investigator  
County of Fairfax, Dept. of Code Compliance



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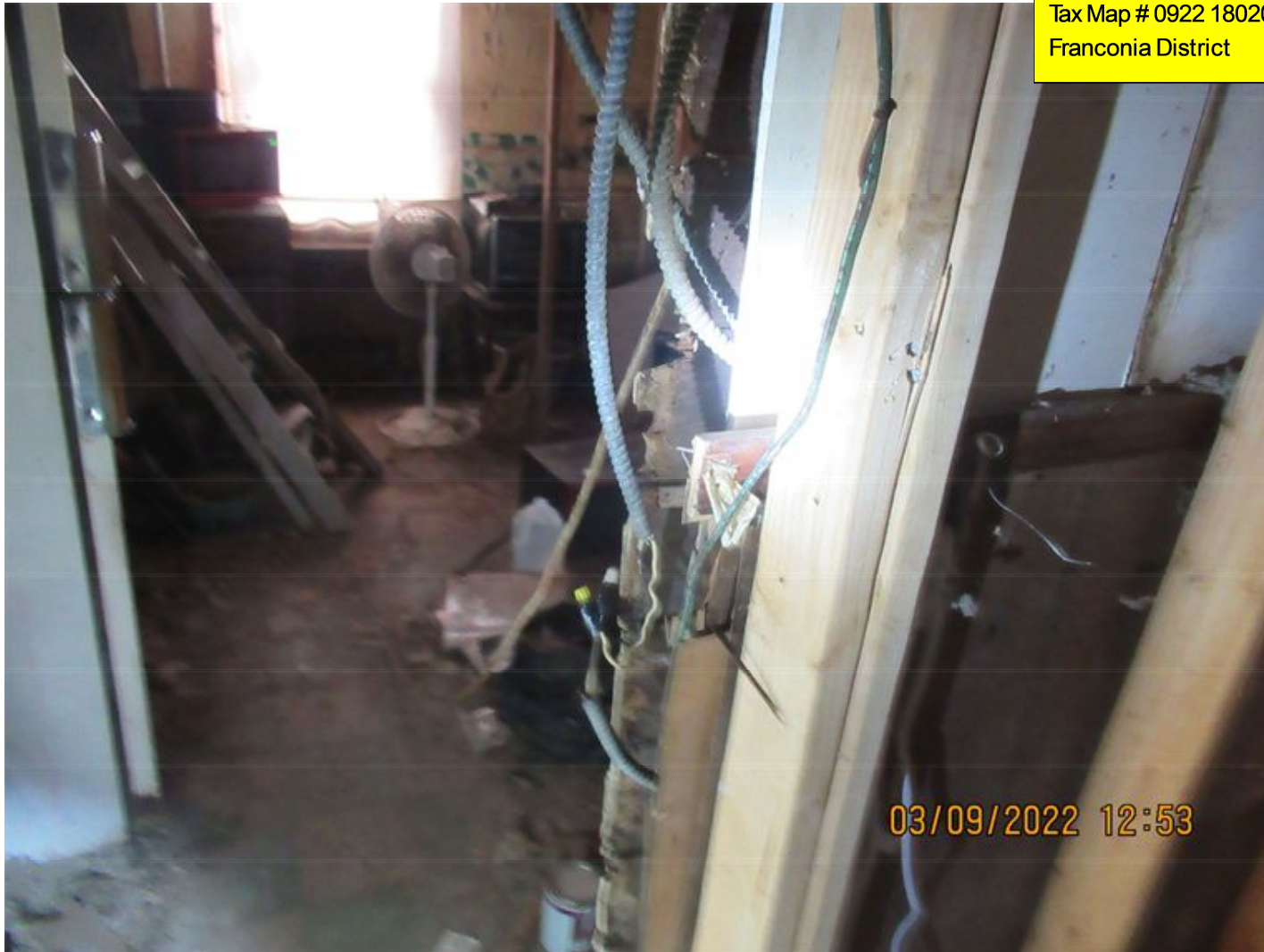
Photographer:

*Kevin Talbot*

Kevin Talbot, Investigator  
County of Fairfax, Dept. of Code Compliance



Attachment 1  
3106 Groveton Street, Alexandria, Va 22306  
Tax Map # 0922 18020037  
Franconia District



Case #: PMINV-2017-142812

PMINV-2022-195468

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Attachment 1  
3106 Groveton Street, Alexandria, Va 22306  
Tax Map # 0922 18020037  
Franconia District



Case #: PMINV-2017-142812

PMINV-2022-195468

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VICTORIA FITZGERALD (RETIRED)\***

Photographer:

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Kevin Talbot, Investigator  
County of Fairfax, Dept. of Code Compliance



Attachment 1  
3106 Groveton Street, Alexandria, Va 22306  
Tax Map # 0922 18020037  
Franconia District



Case #: PMINV-2017-142812

PMINV-2022-195468

Address: 3106 Groveton Street Alexandria, VA 22306

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County of Fairfax, Dept. of Code Compliance



Attachment 1  
3106 Groveton Street, Alexandria, Va 22306  
Tax Map # 0922 18020037  
Franconia District



Case #: PMINV-2017-142812

PMINV-2022-195468

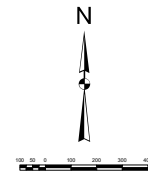
Address: 3106 Groveton Street Alexandria, VA 22306

**\*PHOTOS TAKEN BY INVESTIGATOR  
VICTORIA FITZGERALD (RETIRED)\***

Photographer:

Kevin Talbot, Investigator  
County of Fairfax, Dept. of Code Compliance





Map file in 50° X 75° based on USGS 1:24,000 scale 7 1/2 minute Quad. Virginia Coordinate System values are of 1983 North Zone in U.S. feet based on NAD 83/03 High Precision CORS Network adjustment.

### GENERAL NOTES

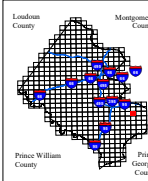
**ZONING**

**Professions and Covenants:**

The use or development of the property or properties subject to the zoning application is restricted beyond the designated zoning district regulations by professional conditions (\*) or covenants (\*). A complete explanation is provided on page 1 of the official zoning map.

Zoning revised to: 04 - 10 - 2025  
Subsequent changes not reflected.

The information contained on this page is NOT to be construed as used as a "legal description". It is not a survey product. Any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification or construction of improvements to real property or for flood plain determination. While Fairfax County strives to provide the best data possible, it does not provide any guarantee of accuracy or completeness regarding the map information. Any errors or omissions are the responsibility of the user. For more information, contact the County Department of Information Technology. In no event will Fairfax County be liable for any damages, including but not limited to loss of data, lost profits, business interruption, loss of business information or any other pecuniary loss that might arise from the use of this map or information it contains.



## ADMINISTRATIVE INDEX

82-3	82-4	83-3
92-1	92-2	93-1
92-3	92-4	93-3

## SHEET INDEX

PROPERTY MAP  
ZONING  
92-2

Revised to : 04 - 19 - 202

Prepared by:  
Department of Information Technology  
GIS Division  
Fairfax County, Virginia  
For more information, visit  
<http://www.fairfaxcounty.gov/traps>  
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ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-5, 7-2-6, 7-2-9, 7-2-13, and 7-3-2 to Divide and Create Precincts in Hunter Mill, Dranesville, and Mount Vernon Districts; Rename and Relocate Polling Places in Franconia District; Adjust Precinct Boundaries in Providence and Sully Districts; and Relocate a Voter Satellite Office (Hunter Mill, Dranesville, Franconia, Mount Vernon, Providence, and Sully Districts)

ISSUE:

Authorization to advertise a Public Hearing to consider an ordinance that proposes to amend and readopt *Fairfax County Code* §§ 7-2-5, 7-2-6, 7-2-9, 7-2-13 and 7-3-2 to divide Cameron Glen precinct and adjust the boundary of Reston #1 precinct to create Reston #4 precinct in Hunter Mill District; divide Coates precinct to create Coppermine precinct in Dranesville District; divide Huntington precinct to create Montebello precinct in Mount Vernon District; rename the polling place for Greenspring precinct in Franconia District; relocate the polling place for Virginia Hills precinct in Franconia District; adjust the precinct boundaries between Marshall and Shreve precincts in Providence District; adjust the precinct boundaries between Green Trails and Old Mill precincts in Sully District; and recognize relocation of the Franconia Governmental Center to its new facility, which serves as a voter satellite office.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing on Tuesday, June 24, 2025, at 4:00 p.m. to consider this ordinance.

TIMING:

Board action is requested on May 13, 2025, to provide sufficient time to advertise the proposed public hearing for adoption of this ordinance on June 24, 2025, at 4:00 p.m.

BACKGROUND:

The Virginia Code permits the governing body of each county and city to establish by ordinance as many precincts as it deems necessary with one polling place for each precinct. The Board of Supervisors is authorized to change polling place locations subject to the requirements of *Virginia Code* §§ 24.2-307, -310, and -310.1.

*Virginia Code* § 24.2-129 also requires that certain “covered practices” go through either a statutorily specified public comment process or receive a Certification of No Objection

Board Agenda Item  
May 13, 2025

from the Attorney General before the practices can be given effect. The public comment process takes a minimum of 75 days to complete, while the Attorney General process takes a maximum of 60 days to complete. Among the “covered practices” identified are any changes that relocate polling places in the County. The Board must first adopt an ordinance making the required polling place changes. If and after the Board adopts the ordinance, the County Attorney will file a request for a Certification of No Objection with the Virginia Attorney General, in accordance with *Virginia Code* § 24.2-129(D).

In Hunter Mill District, staff recommend dividing the Cameron Glen precinct and adjusting the boundary of Reston #1 precinct, both of which currently have over 5,100 registered voters. This proposal will create a new precinct to be named “Reston #4,” and its polling place will be established at the Reston Teen Center located at 12196 Sunset Hills Road, Reston. The new precinct is expected to have 3,270 voters, reducing the size of Cameron Glen precinct by 2,851 voters, and Reston #1 precinct by 419 voters. The polling place for Cameron Glen voters will remain at the North County Human Services Center. The polling place for Reston #1 voters will remain at Lake Anne Elementary School.

In Dranesville District, staff recommend dividing the Coates precinct which currently has over 7,000 voters. This proposal will create a new precinct to be named “Coppermine,” and its polling place will be established at the Floris United Methodist Church, 13600 Frying Pan Road, Herndon. The new precinct will reduce the size of Coates precinct by 2,020 voters. The polling place for Coates voters will remain at Coates Elementary School.

In Franconia District, staff was informed that the name of the polling place for Greenspring precinct changed from Greenspring Conference Center to Hunters Crossing Conference Center. Staff recommend accepting and recognizing the name change for the polling place.

In Franconia District, staff was informed that the voting room at the polling place for the Virginia Hills precinct, located at the Virginia Hills Center, 6520 Diana Lane, Alexandria, will be repurposed as office space and will no longer be available for voting. Staff recommend that the polling place be relocated to the Franconia Recreation Center, 6601 Telegraph Road, Alexandria, approximately .5 miles from the current polling place at the Virginia Hills Center. This new location will provide adequate parking, a sufficiently sized voting room, and meet all ADA requirements.

In Mount Vernon District, staff recommend dividing the Huntington precinct which currently has 4,637 voters. This proposal will create a new precinct to be named “Montebello,” and its polling place will be established at Montebello Community Center, 5905 Mount Eagle Drive, Alexandria. The new precinct will reduce the size of

Board Agenda Item  
May 13, 2025

Huntington precinct by 1,300 voters. The polling place for Huntington voters will remain at the Fair Haven Community Center.

In Providence District, staff recommend adjusting the precinct boundary between Marshall and Shreve precincts to move 1,107 voters from Marshall into Shreve. The proposed change will reduce the number of voters in Marshall, which currently has over 5,000 voters. The polling places for the Marshall and Shreve precincts will remain at Marshall High School and Shrevewood Elementary School, respectively.

In Sully District, staff recommend adjusting the precinct boundary between Green Trails and Old Mill precincts to move 27 voters from Green Trails to Old Mill. This small section of Green Trails precinct was created after the decennial redistricting in 2010. Relocating these 27 voters to Old Mill is expected to improve accessibility because these voters live closer to the Old Mill polling place, Centreville United Methodist Church, than to the Green Trails polling place, Centreville Elementary School. Additionally, the widening of Sully Road (Route 28) to six lanes and the installation of sound barriers impeded access to Centreville Elementary School for these voters.

As of May 2025, the Franconia Governmental Center at 6121 Franconia Road, Alexandria, which currently serves as an early voting satellite office, will close. Staff recommend recognizing the new Franconia Governmental Center's location and relocating the voter satellite office to that address, 7130 Silver Lake Blvd., Alexandria.

EQUITY IMPACT:  
None.

FISCAL IMPACT:  
Each new precinct is estimated to have a one-time cost of \$29,653 and annual recurring costs of \$9,224, resulting in a first-year total of \$38,877 per precinct, or \$116,631 for all three new precincts.

ENCLOSED DOCUMENTS:

- Attachment 1: Virginia Code Pertaining to Election Precincts, Polling Places, and Voter Satellite Offices
- Attachment 2: Summary of Proposed Polling Place Changes
- Attachment 3: Descriptions and Maps of Proposed Polling Place Changes
- Attachment 4: Map of Voter Satellite Offices
- Attachment 5: Proposed Ordinance

Board Agenda Item  
May 13, 2025

STAFF:

Ellicia Seard-McCormick, Deputy County Executive  
Katherine K. Hanley, Chairman of the Fairfax County Electoral Board  
Beth Dixon Methfessel, Clerk to the Fairfax County Electoral Board

ASSIGNED COUNSEL:

Martin R. Desjardins, Assistant County Attorney

**§ 24.2-129. Covered practices; actions required prior to enactment or administration.**

A. For the purposes of this section:

"Certification of no objection" means a certification issued by the Attorney General that there is no objection to the enactment or administration of a covered practice by a locality because the covered practice neither has the purpose or effect of denying or abridging the right to vote based on race or color or membership in a language minority group nor will result in the retrogression in the position of members of a racial or ethnic group with respect to their effective exercise of the electoral franchise.

"Covered practice" means:

1. Any change to the method of election of members of a governing body or an elected school board by adding seats elected at large or by converting one or more seats elected from a single-member district to one or more at-large seats or seats from a multi-member district;
2. Any change, or series of changes within a 12-month period, to the boundaries of the locality that reduces by more than five percentage points the proportion of the locality's voting age population that is composed of members of a single racial or language minority group, as determined by the most recent American Community Survey data;
3. Any change to the boundaries of election districts or wards in the locality, including changes made pursuant to a decennial redistricting measure;
4. Any change that restricts the ability of any person to provide interpreter services to voters in any language other than English or that limits or impairs the creation or distribution of voting or election materials in any language other than English; or
5. Any change that reduces the number of or consolidates or relocates polling places in the locality, except where permitted by law in the event of an emergency.

"Voting age population" means the resident population of persons who are 18 years of age or older, as determined by the most recent American Community Survey data available at the time any change to a covered practice is published pursuant to subsection B.

B. Prior to enacting or seeking to administer any voting qualification or prerequisite to voting, or any standard, practice, or procedure with respect to voting, that is a covered practice, the governing body shall cause to be published on the official website for the locality the proposed covered practice and general notice of opportunity for public comment on the proposed covered practice. The governing body shall also publicize the notice through press releases and such other media as will best serve the purpose and subject involved. Such notice shall be made at least 45 days in advance of the last date prescribed in the notice for public comment.

Public comment shall be accepted for a period of no fewer than 30 days. During this period, the governing body shall afford interested persons an opportunity to submit data, views, and arguments in writing by mail, fax, or email, or through an online public comment forum on the official website for the locality if one has been established. The governing body shall conduct at least one public hearing during this period to receive public comment on the proposed covered practice. The governing body may make changes to the proposed covered practice in response to public comment received. If doing so, the revised covered practice shall be published and public comment shall be accepted in accordance with this subsection, except the public comment period shall be no fewer than 15 days.

C. Following the public comment period or periods prescribed in subsection B, the governing body shall publish the final covered practice, which shall include a plain English description of the practice and the text of an ordinance giving effect to the practice, maps of proposed boundary changes, or other relevant materials, and notice that the covered practice will take effect in 30 days. During this 30-day waiting period, any person who will be subject to or affected by the covered practice may challenge in the circuit court of the locality where the



covered practice is to be implemented the covered practice as (i) having the purpose or effect of denying or abridging the right to vote on the basis of race or color or membership in a language minority group or (ii) resulting in the retrogression in the position of members of a racial or ethnic group with respect to their effective exercise of the electoral franchise. In such action, the court may, in its discretion, allow a private plaintiff a reasonable attorney fee as part of the costs, if such plaintiff is the prevailing party.

D. The governing body of a locality seeking to administer or implement a covered practice, in lieu of following the provisions of subsections B and C, may submit the proposed covered practice to the Office of the Attorney General for issuance of a certification of no objection. Such practice shall not be given effect until the Attorney General has issued such certification. A certification of no objection shall be deemed to have been issued if the Attorney General does not interpose an objection within 60 days of the governing body's submission or if, upon good cause shown and to facilitate an expedited approval within 60 days of the governing body's submission, the Attorney General has affirmatively indicated that no such objection will be made. An affirmative indication by the Attorney General that no objection will be made or the absence of an objection to the covered practice by the Attorney General shall not bar a subsequent action to enjoin enforcement of such qualification, prerequisite, standard, practice, or procedure.

2021, Sp. Sess. I, cc. [528](#), [533](#).

#### **§ 24.2-307 (in part). Requirements for county and city precincts.**

The governing body of each county and city shall establish by ordinance as many precincts as it deems necessary. Each governing body is authorized to increase or decrease the number of precincts and alter precinct boundaries subject to the requirements of this chapter.

At the time any precinct is established, it shall have no more than 5,000 registered voters. The general registrar shall notify the governing body whenever the number of voters who voted in a precinct in an election for President of the United States exceeds 4,000. Within six months of receiving the notice, the governing body shall proceed to revise the precinct boundaries, and any newly established or redrawn precinct shall have no more than 5,000 registered voters.

At the time any precinct is established, each precinct in a county shall have no fewer than 100 registered voters and each precinct in a city shall have no fewer than 500 registered voters.

Each precinct shall be wholly contained within a single congressional district, Senate district, House of Delegates district, and election district used for the election of one or more members of the governing body or school board for the county or city.

The governing body shall establish by ordinance one polling place for each precinct.

Code 1950, §§ 24-45, 24-46; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1992, c. 445; 1993, c. 641; 1999, c. [515](#); 2020, c. [1268](#).



### **§ 24.2-310. Requirements for polling places.**

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary, unless a waiver has been granted pursuant to subsection G. The polling place for a county precinct may be located within a city (i) if the city is wholly contained within the county election district served by the precinct or (ii) if the city is wholly contained within the county and the polling place is located on property owned by the county. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the general registrar to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ [51.5-1](#) et seq.), the Voting Accessibility for the Elderly and Handicapped Act (52 U.S.C. § 20101 et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board or the general registrar shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The general registrar shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except as specifically prohibited by law including, without limitation, the prohibitions of § [24.2-604](#) and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place. However, and notwithstanding the provisions of clause (i) of subsection A of § [24.2-604](#), and upon the approval of the local electoral board, campaign materials may be distributed outside the polling place and inside the structure where the election is conducted, provided that the "Prohibited Area" (i) includes the area within the structure that is beyond 40 feet of any entrance to the polling place and the area within the structure that is within 40 feet of any entrance to the room where the election is conducted and (ii) is maintained and enforced as provided in § [24.2-604](#). The local electoral board may approve campaigning activities inside the building where the election is conducted when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § [24.2-307](#) or [24.2-308](#) for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

G. The general registrar or the governing body of the locality may request from the Department of Elections a waiver to establish a polling place that does not meet the location requirements of subsection A in the event that there is no suitable building that could be used within the precinct or within one mile of the precinct boundary. The Department shall grant such a waiver and may impose any conditions on the waiver that it deems necessary or appropriate to ensure accessibility and security of the polling place and compliance with any other requirements of state or federal law.

Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984, c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. [307](#); 2003, c. [1015](#); 2004, c. [25](#); 2005, c. [340](#); 2008, cc. [113](#), [394](#); 2010, cc. [639](#), [707](#); 2012, cc. [488](#), [759](#); 2016, cc. [18](#), [492](#); 2022, c. [5](#).

#### **§ 24.2-310.1. Polling places; additional requirement.**

The requirement stated in this section shall be in addition to requirements stated in §§ [24.2-307](#), [24.2-308](#), and [24.2-310](#), including the requirement that polling places be located in public buildings whenever practical. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural, or similar nature, unless the State Board has approved the use of the building because no other building meeting the accessibility requirements of this title is available.

1993, c. 904, § 24.1-37.1; 1993, c. 641.

#### **§ 24.2-701.2. Absentee voting in person; voter satellite offices.**

A. The governing body of any county or city may establish, by ordinance, voter satellite offices to be used in the locality for absentee voting in person. The governing body may establish as many offices as it deems necessary. No change in, including the creation or abolishment of, any voter satellite office shall be enacted within 60 days next preceding any general election. Notice shall be published prior to enactment in a newspaper having general circulation in the locality once a week for two successive weeks.

B. Any voter satellite office shall be in a public building owned or leased by the county, city, or town within the county and may be in a facility that is owned or leased by the Commonwealth and used as a location for Department of Motor Vehicles facilities or as an office of the general registrar. Such location shall be deemed the equivalent of the office of the general registrar for the purposes of completing the application for an absentee ballot in person pursuant to §§ [24.2-701](#) and [24.2-706](#). Any such location shall have adequate facilities for the protection of all elections materials produced in the process of absentee voting in person, the voted and unvoted absentee ballots, and any voting systems in use at the location.

C. Voter satellite offices shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ [51.5-1](#) et seq.), the Voting Accessibility for the Elderly and Handicapped Act (52 U.S.C. § 20101 et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the acts.

D. The governing body of each county, city, and town shall provide funds to enable the general registrar to provide adequate facilities at each voter satellite office for the conduct of elections.

E. Not later than 55 days prior to any election, the general registrar shall post notice of all voter satellite office locations in the locality and the dates and hours of operation of each location in the office of the general registrar and on the official website for the county or city. Such notice shall remain in the office of the general registrar and on the official website for the county or city for the duration of the period during which absentee voting in person is available. If the county or city does not have an official website, such notice shall be published in a newspaper of general circulation in the county or city at least once prior to the election but not later than 55 days prior to such election.

F. If an emergency makes a voter satellite office unusable or inaccessible, the electoral board or the general registrar shall provide an alternative voter satellite office, subject to the approval of the State Board, and shall give notice of the change in the location of the voter satellite office. The general registrar shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

G. The provisions of subsection E of § [24.2-310](#) providing certain limited circumstances in which a local electoral board may approve an exception to the prohibition on the distribution of campaign materials inside the prohibited area outside of a polling place shall apply to voter satellite offices and the building in which such offices may be located.

H. A voter satellite office established pursuant to this section shall be deemed to be the equivalent of an office of the general registrar for purposes of completing an application for an absentee ballot in person pursuant to §§ [24.2-701](#), [24.2-701.1](#), and [24.2-706](#).

2020, cc. [856](#), [1149](#), [1151](#), [1201](#).

***JUNE 2025 SUMMARY OF PRECINCT AND POLLING PLACE CHANGES***

<b>SUPERVISOR DISTRICT</b>	<b>OLD PRECINCT(S)</b>	<b>REGISTERED VOTERS*</b>	<b>OLD POLLING PLACE(S)</b>	<b>NEW PRECINCT(S)</b>	<b>PROJECTED REGISTERED VOTERS</b>	<b>NEW POLLING PLACE(S)</b>	<b>NOTES ON CHANGES</b>
HUNTER MILL	238 Cameron Glen 208 Reston #1	5,103 5,134	North County Human Services Center Lake Anne Elementary School	238 Cameron Glen 208 Reston #1 246 Reston #4	2,252 4,715 3,270	North County Human Services Center Lake Anne Elementary School Reston Teen Center	Cameron Glen precinct will be divided to create Reston #4 precinct. A boundary adjustment with Reston #1 will also be used to create Reston #4
DRANESVILLE	332 Coates	6,933	Coates Elementary School	332 Coates 333 Coppermine	4,913 2,020	Coates Elementary School Floris United Methodist Church	Coates precinct will be divided to create Coppermine precinct
FRANCONIA	426 Greenspring	1,861	Greenspring Conference Center	426 Greenspring	1,861	Hunters Crossing Conference Center	Change the name of the polling place
FRANCONIA	411 Virginia Hills	2,653	Virginia Hills Center	411 Virginia Hills	2,653	Franconia Recreation Center	The voting room at Virginia Hills will be repurposed as office space and will no longer be available for voting
MOUNT VERNON	607 Huntington	4,637	Fair Haven Community Center	607 Huntington 637 Montebello	3,337 1,300	Fair Haven Community Center Montebello Community Center	Huntington precinct will be divided to create Montebello precinct
PROVIDENCE	708 Marshall 712 Shreve	5,653 1,594	Marshall High School	708 Marshall 712 Shreve	4,546 2,701	Marshall High School Shreveview Elementary School	The precinct boundaries of Marshall and Shreve will be adjusted to re-precinct 1,107 Marshall voters into Shreve precinct
SULLY	925 Old Mill 919 Green Trails	2,083 4,951	Centreville United Methodist Church Centreville Elementary School	925 Old Mill 919 Green Trails	2,110 4,924	Centreville United Methodist Church Centreville Elementary School	A boundary adjustment to move a small portion of Green Trails precinct (27 voters) into Old Mill precinct to provide voters a more accessible polling place

\* VERIS registered voters as of 03/07/2025 - Reports Library\_Statistics\_Registrant\_Counts\_By\_Locality

Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**HUNTER MILL District**

**PRECINCT:** **208 RESTON #1**

**CONGRESSIONAL DISTRICT:** **11**

**VIRGINIA SENATORIAL DISTRICT:** **38**

**HOUSE OF DELEGATES DISTRICT:** **7**

**DESCRIPTION:**

Beginning at the intersection of Reston Parkway and Baron Cameron Avenue, thence with Baron Cameron Avenue in a northeasterly direction to its intersection with Village Road, thence with Village Road in a southeasterly direction to its intersection with North Shore Drive, thence with North Shore Drive in a generally southwesterly direction to its intersection with Fairway Drive, thence with Fairway Drive in a southerly, then easterly direction to its intersection with Wiehle Avenue, thence with Wiehle Avenue in a southerly direction to its intersection with the Washington Dulles Access and Toll Road, thence with the Washington Dulles Access and Toll Road in a westerly direction to its intersection with Reston Parkway, ~~thence with Reston Parkway in a northerly direction to its intersection with Sunset Hills Road, thence with Sunset Hills Road in an easterly direction~~ thence with Dominion Energy's utility easement thence with Dominion Energy's utility easement in a northerly direction to its intersection with the service road of Plaza American Drive, thence with the service road of Plaza American Drive in a northerly direction to its intersection with Sunset Hills Road, thence with Sunset Hills Road in a westerly direction to its intersection with American Dream Way, thence with American Dream Way in a northerly, then westerly direction to its intersection with Old Reston Avenue, thence with Old Reston Avenue in a northwesterly direction to its intersection with Temporary Road, thence with Temporary Road in a westerly direction to its intersection with Reston Parkway, thence with Reston Parkway in a northerly direction to its intersection with Baron Cameron Avenue, point of beginning.

**POLLING PLACE:** Lake Anne Elementary School  
 11510 North Shore Dr, Reston

**NOTES:** Established 1971  
 Precinct description revised and readopted – March 2003  
 Precinct divided – January 2008  
 Congressional District changed from 8th to 11th – January 2012  
 Senatorial and House Districts changed – December 2021  
Boundary adjusted to create Reston #4 – June 2025

Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**HUNTER MILL District**

**PRECINCT:** **238 CAMERON GLEN**

**CONGRESSIONAL DISTRICT:** **11**

**VIRGINIA SENATORIAL DISTRICT:** **38**

**HOUSE OF DELEGATES DISTRICT:** **7**

**DESCRIPTION:**

Beginning at the intersection of the east corporate boundary of the Town of Herndon and Baron Cameron Avenue, thence with Baron Cameron Avenue in a easterly direction to its intersection with Reston Parkway, thence with Reston Parkway in a southerly direction to its intersection with ~~Temporary Road~~, thence with ~~Temporary Road~~ in an easterly direction to its intersection with Old Reston Avenue, thence with Old Reston Avenue in a southeasterly direction to its intersection with Sunset Hills Road, thence with Sunset Hills Road in a westerly direction to its intersection with Reston Parkway, thence with Reston Parkway in a southerly direction to its intersection with the Washington Dulles Access and Toll Road, thence with the Washington Dulles Access and Toll Road in a westerly direction to its intersection with Market Street, thence with Market Street in a westerly direction to its intersection with Town Center Parkway, thence with Town Center Parkway in a northerly direction to its intersection with New Dominion Parkway, thence with New Dominion Parkway in a westerly direction to its intersection with the east corporate boundary of the Town of Herndon, thence with the corporate boundary of the Town of Herndon in a northeasterly direction (along the Fairfax County Parkway) to its intersection with Baron Cameron Avenue, point of beginning

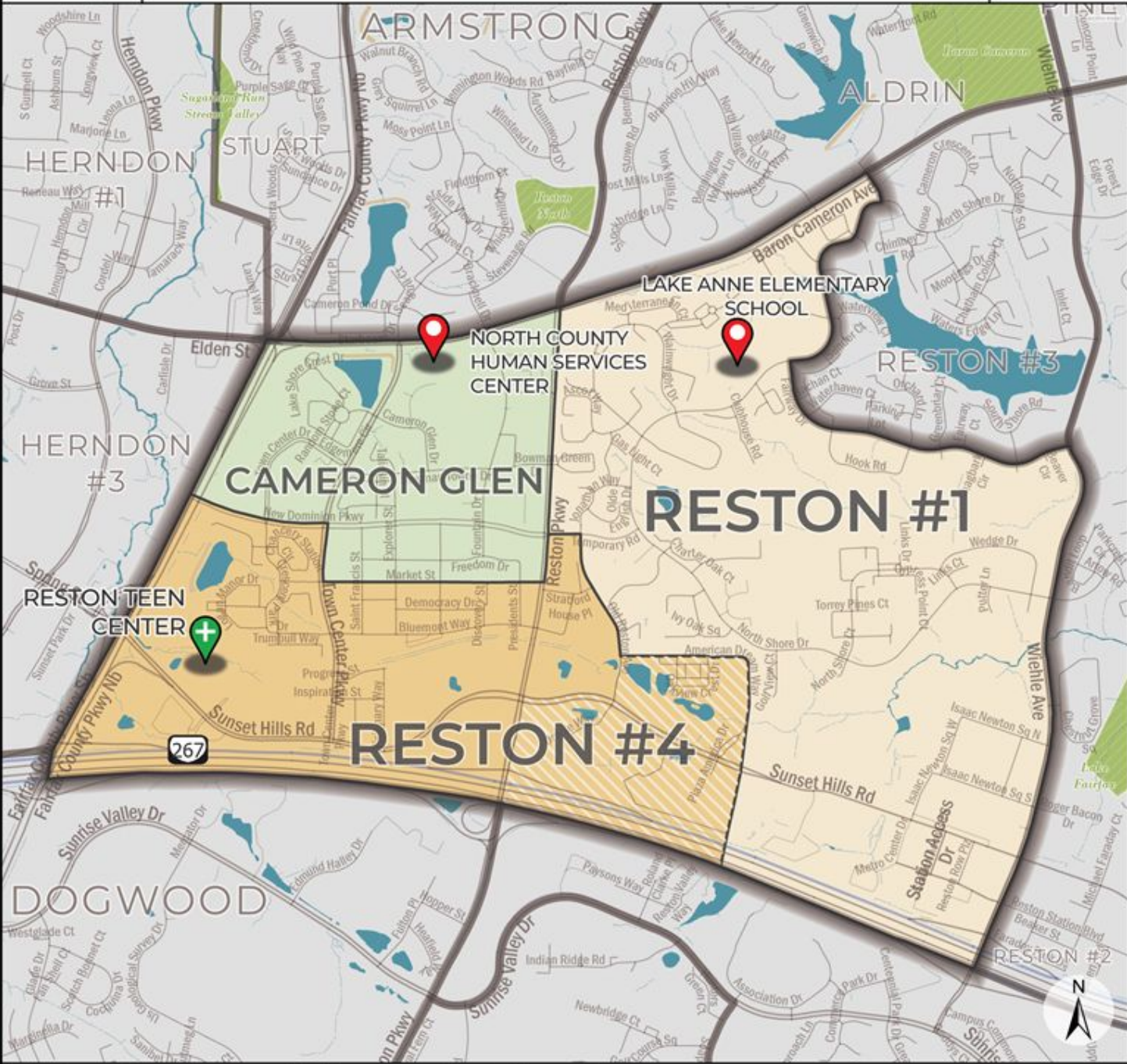
**POLLING PLACE:** North County Human Services Center  
 1850 Cameron Glen Dr, Reston

**NOTES:** Established January 2008  
 Congressional District changed from 8th to 11th – January 2012  
 Senatorial and House Districts changed – December 2021  
Precinct divided to create Reston #4 – June 2025





Commonwealth of Virginia  
**County of Fairfax**  
Hunter Mill District



- Precinct Boundary and Polling Location Information**
- Remaining Cameron Glen Precinct Boundary
  - Remaining Reston #1 Precinct Boundary
  - Proposed Reston #4 Precinct Boundary
  - Portion of Reston #4 that was previously Reston #1
  - Reston Teen Center - 12196 Sunset Hills Road
  - Polling Locations - No Changes

June 2025



Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**HUNTER MILL District**

**PRECINCT:** **246 RESTON #4**

**CONGRESSIONAL DISTRICT:** **11**

**VIRGINIA SENATORIAL DISTRICT:** **38**

**HOUSE OF DELEGATES DISTRICT:** **7**

**DESCRIPTION:**

Beginning at the intersection of the east corporate boundary of the Town of Herndon and New Dominion Parkway, thence with New Dominion Parkway in an easterly direction to its intersection with Town Center Parkway, thence with Town Center Parkway in a southerly direction to its intersection with Market Street, thence with Market Street in a westerly direction to its intersection with the Reston Parkway, thence with the Reston Parkway in a northerly direction to its intersection with Temporary Road, thence with Temporary Road in an easterly direction to its intersection with Old Reston Avenue, thence with Old Reston Avenue in a southeasterly direction to its intersection with American Dream Way, thence with American Dream Way in an easterly, then southerly direction to its intersection with Sunset Hills Road, then with Sunset Hills Road in an easterly direction to its intersection with the service road of Plaza American Drive, then with the service road of Plaza American Drive to its intersection with Dominion Energy's utility easement, thence with the Dominion Energy's utility easement to its intersection with the Washington Dulles Access and Toll Road, thence with the Washington Dulles Access and Toll Road in a westerly direction to its intersection with the east corporate boundary of the Town of Herndon, thence with the corporate boundary of the Town of Herndon in a northeasterly direction (along the Fairfax County Parkway) to its intersection with New Dominion Parkway, point of beginning

**POLLING PLACE:** Reston Teen Center  
 12196 Sunset Hills Road, Reston

**NOTES:** Established June 2025



Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**DRANESVILLE District**

**PRECINCT:** **332 COATES**

**CONGRESSIONAL DISTRICT:** **11**

**VIRGINIA SENATORIAL DISTRICT:** **38**

**HOUSE OF DELEGATES DISTRICT:** **8**

**DESCRIPTION:**

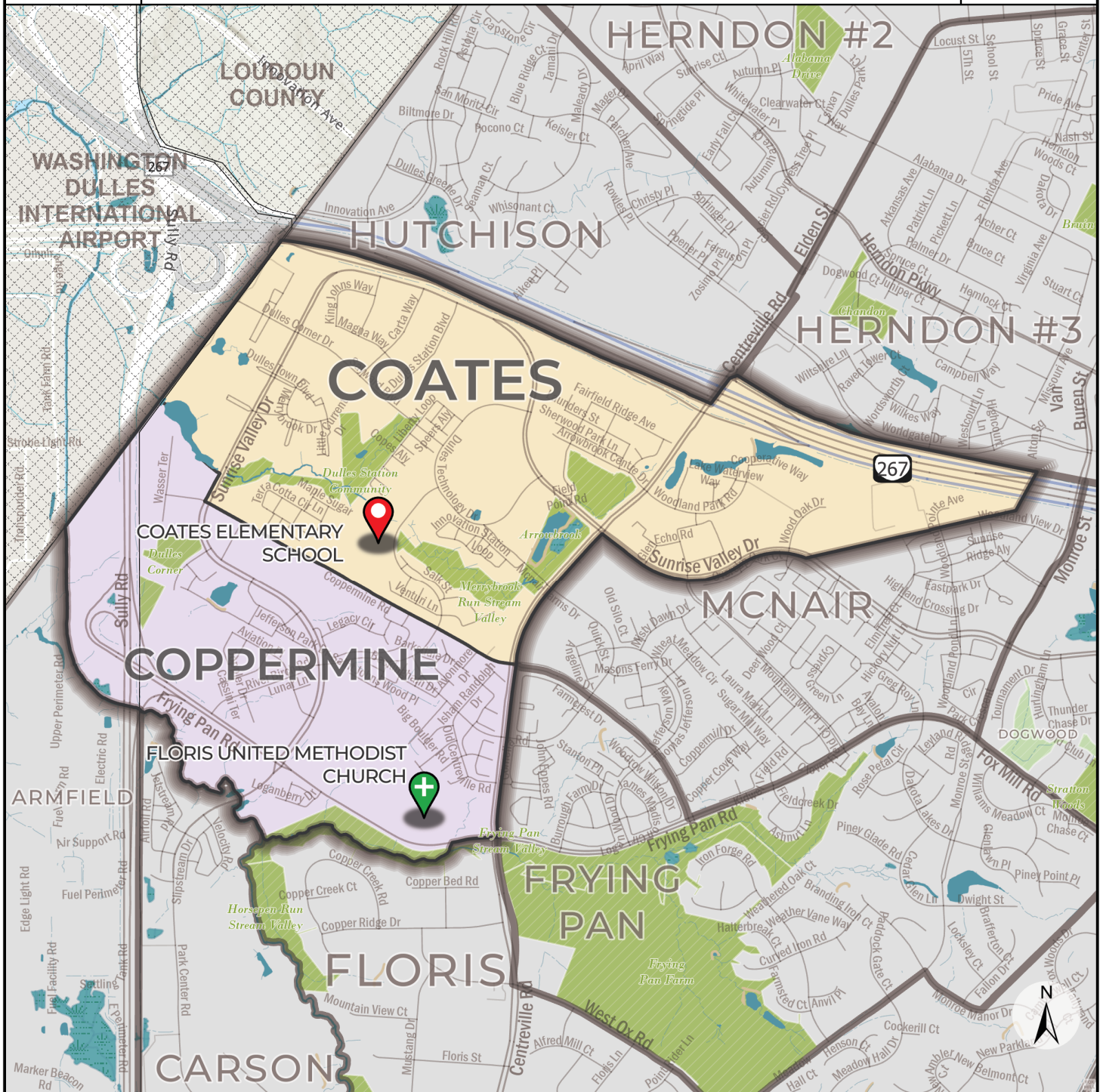
Beginning at the intersection of the Loudoun County/Fairfax County Line and the Washington Dulles Access and Toll Road, thence with the Washington Dulles Access and Toll Road in an easterly direction to its intersection with the south corporate boundary of the Town of Herndon at Centreville Road, thence with the corporate boundary of the Town of Herndon in an easterly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a southwesterly direction to its intersection with Sunrise Valley Drive, thence with Sunrise Valley Drive in a generally westerly direction to its intersection with Centreville Road, thence with Centreville Road in a southwesterly direction to its intersection with Coppermine Road, thence with Coppermine Road in a northwesterly direction to its intersection with Sunrise Valley Drive, thence with Sunrise Valley Drive in a northeasterly direction to its intersection with a tributary of Horsepen Run (stream), thence with the meanders of the tributary of Horsepen Run in a northwesterly direction to its intersection with the Loudoun County/Fairfax County Line, thence with the Loudoun County/Fairfax County Line in a northeasterly direction to its intersection with the Washington Dulles Access and Toll Road, point of beginning

**POLLING PLACE:** Coates Elementary School  
 2480 River Birch Rd, Herndon

**NOTES:** Established January 2009  
 Polling place relocated and precinct renamed – March 2010  
 Precinct moved from Hunter Mill District to Dranesville District – April 2011  
 Congressional District changed from 10th to 11th – January 2012  
 Senatorial and House Districts changed – December 2021  
Precinct divided to create Coppermine precinct – June 2025

# Commonwealth of Virginia County of Fairfax

Dranesville District



Proposed Coppermine Precinct Boundary

Floris United Methodist Church - 13600 Frying Pan Road

Remaining Coates Precinct Boundary

Coates Elementary School - 2480 River Birch Road

June 2025

0 0.15 0.3  
Miles

Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**DRANESVILLE District**

**PRECINCT:** **333 COPPERMINE**

**CONGRESSIONAL DISTRICT:** **11**

**VIRGINIA SENATORIAL DISTRICT:** **38**

**HOUSE OF DELEGATES DISTRICT:** **8**

Beginning at the intersection of Centreville Road and Coppermine Road, thence with Centreville Road in a southerly direction to its intersection with Frying Pan Road, thence with Frying Pan Road in a westerly direction to its intersection with Frying Pan Branch (stream), thence with the meanders of Frying Pan Branch in a westerly direction to its intersection with Horsepen Run (stream), thence with the meanders of Horsepen Run in a northwesterly direction to its intersection with the Loudoun County/Fairfax County Line, thence with the Loudoun County/Fairfax County Line in a northeasterly direction to its intersection with a tributary of Horsepen Run (stream), thence with the meanders of the tributary of Horsepen Run in a southeasterly direction to its intersection with Sunrise Valley Drive, thence with Sunrise Valley Drive in a southeasterly direction to its intersection with Coppermine Road, thence with Coppermine Road in a southeasterly direction to its intersection with Centreville Road, point of beginning

**POLLING PLACE:** Floris United Methodist Church  
 13600 Frying Pan Road, Herndon

**NOTES:** Established June 2025

Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**LEE District**

**PRECINCT:** **411 VIRGINIA HILLS**

**CONGRESSIONAL DISTRICT:** **8**

**VIRGINIA SENATORIAL DISTRICT:** **34**

**HOUSE OF DELEGATES DISTRICT:** **17**

**DESCRIPTION:**

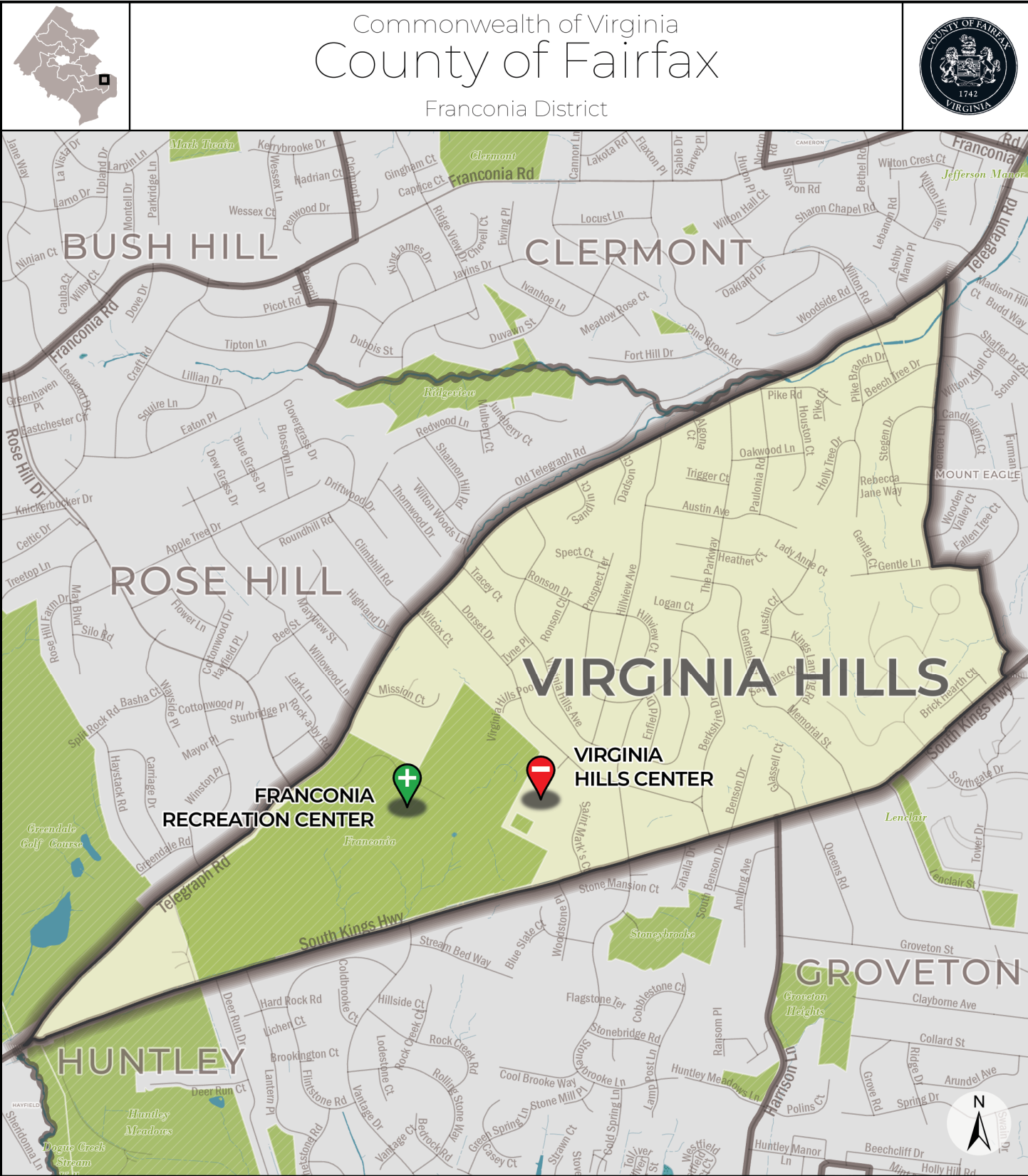
Beginning at the intersection of Telegraph Road and Florence Lane, thence with Florence Lane in a southerly direction to its intersection with Gentle Lane, thence with Gentle Lane in an easterly direction to its approximate intersection with an unnamed stream (between the residences numbered 6249 and 6251 Gentle Lane), thence with the unnamed stream in a southerly direction to its intersection with South Kings Highway, thence with South Kings Highway in a southwesterly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with Florence Lane, point of beginning

**POLLING PLACE:** ~~Virginia Hills Center~~ Franconia Recreation Center  
~~6520 Diana Ln,~~ 6601 Telegraph Road, Alexandria

**NOTES:** Established July 1981  
 Boundary adjusted July 1991 and August 2001  
 Precinct description revised and readopted – March 2003  
 Precinct boundary adjusted – July 2011  
 Senatorial and House Districts changed – December 2021  
Polling place relocated – June 2025






Commonwealth of Virginia  
County of Fairfax  
Franconia District



Precinct Boundary and Polling Location Information

June 2025

-  Precinct Boundary
-  Virginia Hills Center - 6520 Diana Lane
-  Franconia Recreation Center - 6601 Telegraph Road



Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**FRANCONIA District**

**PRECINCT:** **426 GREENSPRING**

**CONGRESSIONAL DISTRICT:** **11**

**VIRGINIA SENATORIAL DISTRICT:** **35**

**HOUSE OF DELEGATES DISTRICT:** **18**

**DESCRIPTION:**

Beginning at the intersection of Accotink Creek and an unnamed tributary of Accotink Creek located near the northern most point of the Greenspring Village property, thence with the meanders of the unnamed tributary in a southeasterly direction to its intersection with the Franconia-Springfield Parkway (Route 289), thence with the Franconia-Springfield Parkway in a westerly, then southwesterly direction to its intersection with Accotink Creek, thence with the meanders of Accotink Creek in a northeasterly direction to its intersection with an unnamed tributary near the northern most point of the Greenspring Village property, point of beginning.

**POLLING PLACE:** ~~Greenspring~~ Hunters Crossing Conference Center  
 7430 Spring Village Dr, Springfield

**NOTES:**

Established March 2003  
 Senatorial and House Districts changed – December 2021  
 Polling place moved – December 2023  
 Polling place moved - June 2024  
Polling place renamed – June 2025



Commonwealth of Virginia  
**County of Fairfax**  
 Franconia District



Precinct: 426 GREENSPRING

June 2025

Polling Place: Hunters Crossing Conference Center - 7430 Spring Village Dr

Fairfax County Voting Precincts

Featured Polling Place

0 0.15 0.3  
 Miles

Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**MOUNT VERNON District**

**PRECINCT:** **607 HUNTINGTON**

**CONGRESSIONAL DISTRICT:** **8**

**VIRGINIA SENATORIAL DISTRICT:** **34**

**HOUSE OF DELEGATES DISTRICT:** **17**

**DESCRIPTION:**

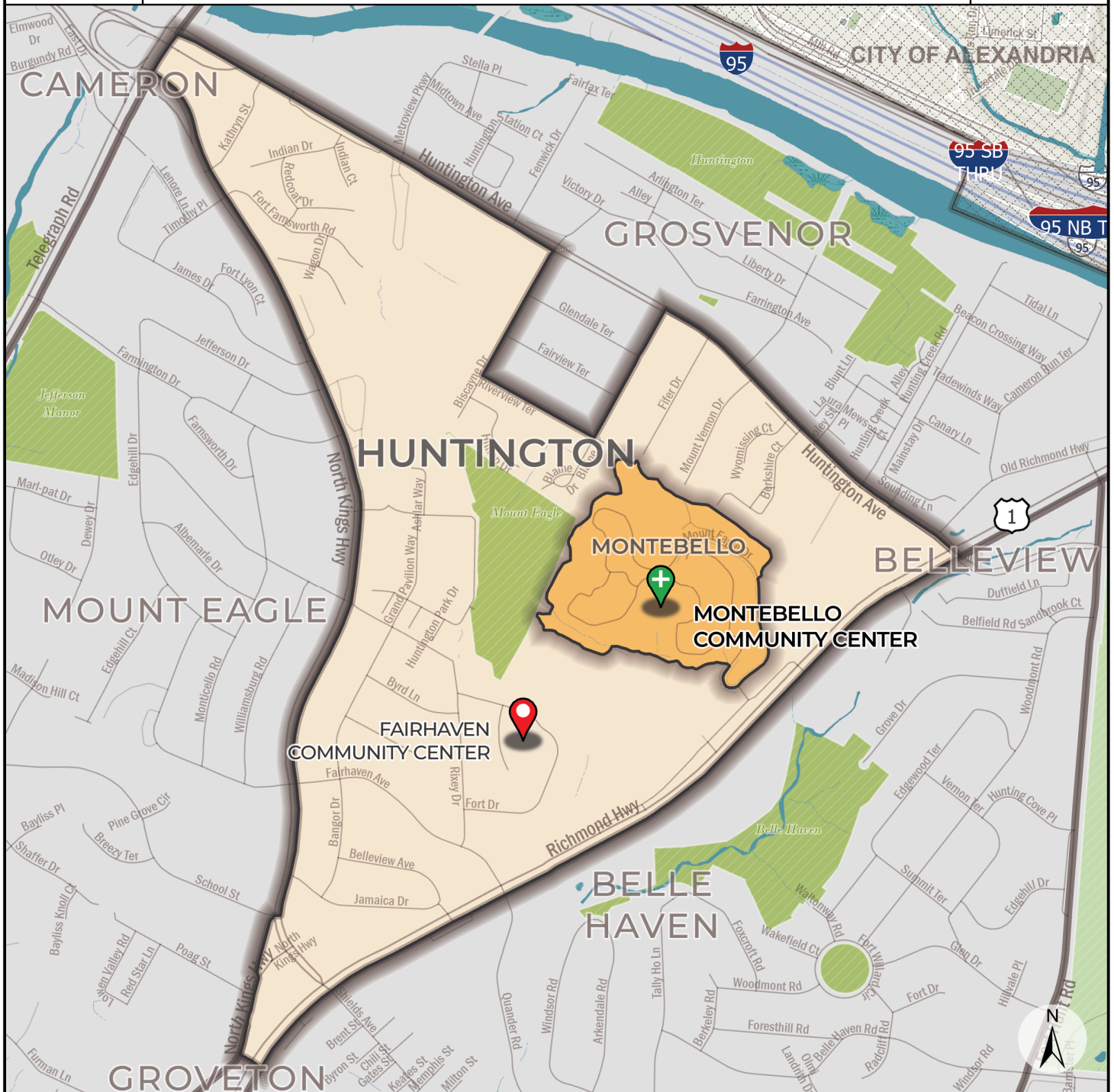
Beginning at the intersection of Telegraph Road and Huntington Avenue, thence with Huntington Avenue in a southeasterly direction to its intersection with Biscayne Drive, thence with Biscayne Drive in a southwesterly direction to its intersection with Riverview Terrace, thence with Riverview Terrace in a southeasterly direction to its intersection with Blaine Drive, thence with Blaine Drive in a northeasterly direction to its intersection with Huntington Avenue, thence with Huntington Avenue in a southeasterly direction to its intersection with Richmond Highway (Route 1), thence with Richmond Highway in a southwesterly direction to its intersection with North Kings Highway, thence with North Kings Highway in a generally northerly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with Huntington Avenue, point of beginning, excluding the area that consitutes the Montebello precinct as established in June 2025.

**POLLING PLACE:** Fair Haven Community Center  
 2409 Fort Dr, Alexandria

**NOTES:** Established July 1981  
 Precinct description revised and readopted – March 2003  
 Delegate District changed from 44th to 43rd – July 2011  
 Precinct boundary adjusted with Grosvenor – July 2011  
 Senatorial and House Districts changed – December 2021  
Precinct divided to create Montebello precinct – June 2025





# Commonwealth of Virginia County of Fairfax

Mount Vernon District



## Precinct Boundary and Polling Location Information

June 2025

-  Proposed Montebello Precinct Boundary
-  Montebello Community Center - 5905 Mount Eagle Drive
-  Remaining Huntington Precinct Boundary
-  Fair Haven Community Center - No Changes



Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**MOUNT VERNON District**

**PRECINCT:** **637 MONTEBELLO**

**CONGRESSIONAL DISTRICT:** **8**

**VIRGINIA SENATORIAL DISTRICT:** **34**

**HOUSE OF DELEGATES DISTRICT:** **17**

**DESCRIPTION:**

Beginning at Metro Gate and the Montebello Woodland Trail, thence with the Montebello Woodland Trail in an easterly, then southerly, then northeasterly, then southerly direction to its intersection with Long Mount Eagle Drive, thence with Long Mount Eagle Drive in a southerly, then southwesterly, then westerly direction to its intersection with Short Mount Eagle Drive, thence with Short Mount Eagle Drive in a northerly, then easterly direction to its intersection with Montebello Woodland Trail, thence with Montebello Woodland Trail in a generally northern, then southeasterly, then easterly direction to its intersection with Metro Gate, point of beginning

**POLLING PLACE:** Montebello Community Center  
5905 Mount Eagle Drive, Alexandria

**NOTES:** Established June 2025



Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**PROVIDENCE District**

**PRECINCT:** **708 MARSHALL**

**CONGRESSIONAL DISTRICT:** **8**

**VIRGINIA SENATORIAL DISTRICT:** **37**

**HOUSE OF DELEGATES DISTRICT:** **13**

**DESCRIPTION:**

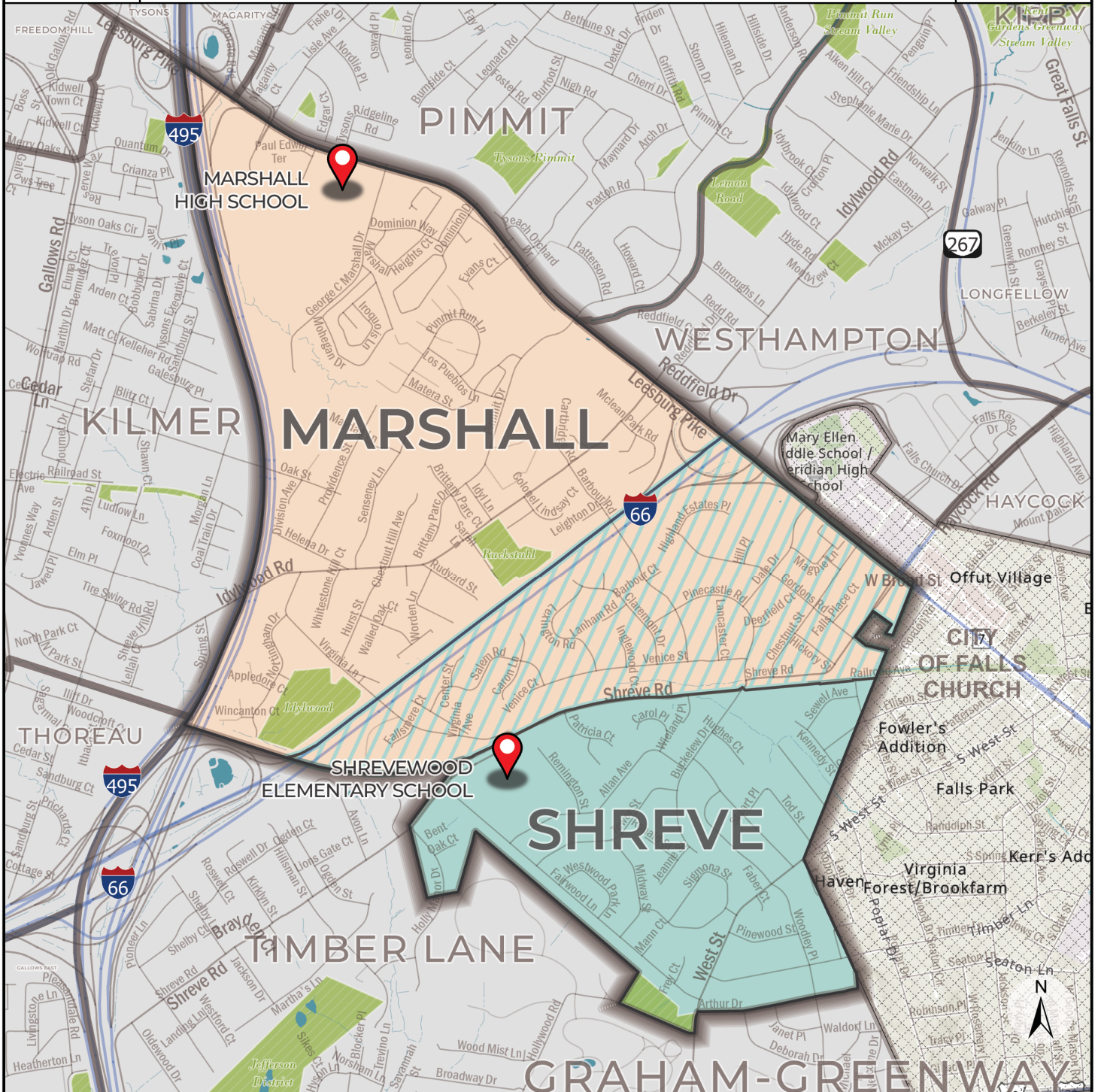
Beginning at the intersection of the Capital Beltway (I-495) and Leesburg Pike (Route 7), thence with Leesburg Pike in a southeasterly direction to its intersection with ~~to its intersection with the west corporate boundary of the City of Falls Church, thence with the corporate boundary of the City of Falls Church in a southwesterly, westerly, northeasterly, northwesterly, southwesterly, easterly, (around the City of Falls Church Maintenance Yard property) and then a southerly direction to its intersection with the Washington and Old Dominion Railroad Regional Park (trail), thence with the Washington and Old Dominion Railroad Regional Park in a westerly direction~~ Route 66, thence with Route 66 in a southwesterly direction to its intersection with the Washington and Old Dominion Railroad Regional Park (trail), thence with the Washington and Old Dominion Railroad Regional Park in a northwesterly direction to its intersection with the Capital Beltway, thence with the Capital Beltway in a generally northerly direction to its intersection with Leesburg Pike, point of beginning

**POLLING PLACE:** Marshall High School  
 7731 Leesburg Pike, Falls Church





**NOTES:** Established 1963  
 The Washington and Old Dominion Railroad Regional Park (trail) is the abandoned Washington and Old Dominion Railroad right-of-way  
 Precinct description revised and readopted – March 2003  
 Senate district changed from 32nd to 35th - July 2011  
 Fairfax County boundary adjusted with City of Falls Church – January 2014  
 Precinct description revised and readopted – November 2014  
 Senatorial and House Districts changed – December 2021  
Boundary adjustment with Shreve precinct – June 2025

# Commonwealth of Virginia County of Fairfax

Providence District



## Precinct Boundary and Polling Location Information

-  Portion of Marshall to be merged into Shreve
-  Marshall Precinct Boundary
-  Shreve Precinct Boundary
-  Polling Locations - No Changes

June 2025



Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**PROVIDENCE District**

**PRECINCT:** **712 SHREVE**

**CONGRESSIONAL DISTRICT:** **8**

**VIRGINIA SENATORIAL DISTRICT:** **37**

**HOUSE OF DELEGATES DISTRICT:** **13**

**DESCRIPTION:**

Beginning at the intersection of ~~Virginia Avenue and the Washington and Old Dominion Railroad Regional Park (trail)~~, ~~thence with the Washington and Old Dominion Railroad Regional Park in an easterly direction to its intersection~~ Route 66 and Leesburg Pike (Route 7), thence with Leesburg Pike in a southeasterly direction to its intersection with the west corporate boundary of the City of Falls Church, thence with the corporate boundary of the City of Falls Church in a southwesterly, ~~then southeasterly direction~~ westerly, northeasterly, northwesterly, southwesterly, easterly, (around the City of Falls Church Maintenance Yard property) and then a southerly direction to its intersection with a projection of Arthur Drive, thence with this projection (between 7201 and 7200 Arthur Drive) and Arthur Drive in a westerly direction to its intersection with West Street, thence with West Street in a southerly direction to its intersection with Hollywood Road, thence with Hollywood Road in a northwesterly direction to its intersection with the boundary between the King David Memorial Gardens Cemetery property and the Hollywood Road Park, thence with the boundary of the King David Memorial Gardens Cemetery property in a northeasterly, then northwesterly, then southwesterly direction to its intersection with the block subdivision boundary (between 2563 and 2565 Holly Manor Drive) projected to the Virginia Power Easement at the Idylwood Substation, thence with the Virginia Power Easement in a northerly direction to its intersection with Shreve Road, thence with Shreve Road in a northeasterly direction to its intersection with Virginia Avenue at the Washington and Old Dominion Railroad Regional Park (trail), thence with the Washington and Old Dominion Railroad Regional Park in a westerly direction to its intersection with Route 66, thence with Route 66 in a northeasterly direction to its intersection with Leesburg Pike, point of beginning

**POLLING PLACE:** Shrevewood Elementary School  
7525 Shreve Rd, Falls Church

**NOTES:** Established 1954  
The Washington and Old Dominion Railroad Regional Park (trail) is the abandoned Washington and Old Dominion Railroad right-of-way  
Precinct description revised and readopted – March 2003  
Senatorial and House Districts changed – December 2021  
Boundary adjustment with Marshall precinct – June 2025

Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**SULLY District**

**PRECINCT:** **919 GREEN TRAILS**

**CONGRESSIONAL DISTRICT:** **11**

**VIRGINIA SENATORIAL DISTRICT:** **36**

**HOUSE OF DELEGATES DISTRICT:** **10**

**DESCRIPTION:**

Beginning at the intersection of Centreville Road (Route 28) and New Braddock Road, thence with New Braddock Road in an easterly direction to its intersection with Little Rocky Run (stream), thence with the meanders of Little Rocky Run in a generally southwesterly direction to its intersection with the Virginia Power Easement, the Virginia Power Easement in a southerly direction to its intersection with the Virginia Power and Columbia Liquefied Natural Gas Easement, thence with the Virginia Power and Columbia Liquefied Natural Gas Easement in a northwesterly direction to its intersection with a projection of Hartwood Lane along a pathway between residences numbered 6700 and 6701, thence with this projection and Hartwood Lane in a southerly direction to its intersection with Hart Forest Drive, thence with Hart Forest Drive and a projection of Hart Forest Drive along the pipe\_x0002\_stem between residences numbered 14258 and 14259 in a westerly direction to its intersection with an unnamed stream, thence with the meanders of the unnamed stream in a southwesterly direction to its intersection with Compton Road, thence with Compton Road in a northwesterly direction to its intersection with Centreville Road, thence with Centreville Road in a northeasterly direction to its intersection with a projection of Grainery Road, thence with this projection and Grainery Road in a southwesterly direction to its intersection with Harvest Mill Court, thence with Harvest Mill Court in a generally northerly direction to its intersection with a pipe-stem driveway, thence with the pipe-stem driveway and a projection of the driveway between residences numbered 6513 and 6515 in an easterly direction to its intersection with Centreville Road, thence with Centreville Road in a northeasterly direction to its intersection with New Braddock Road, point of beginning

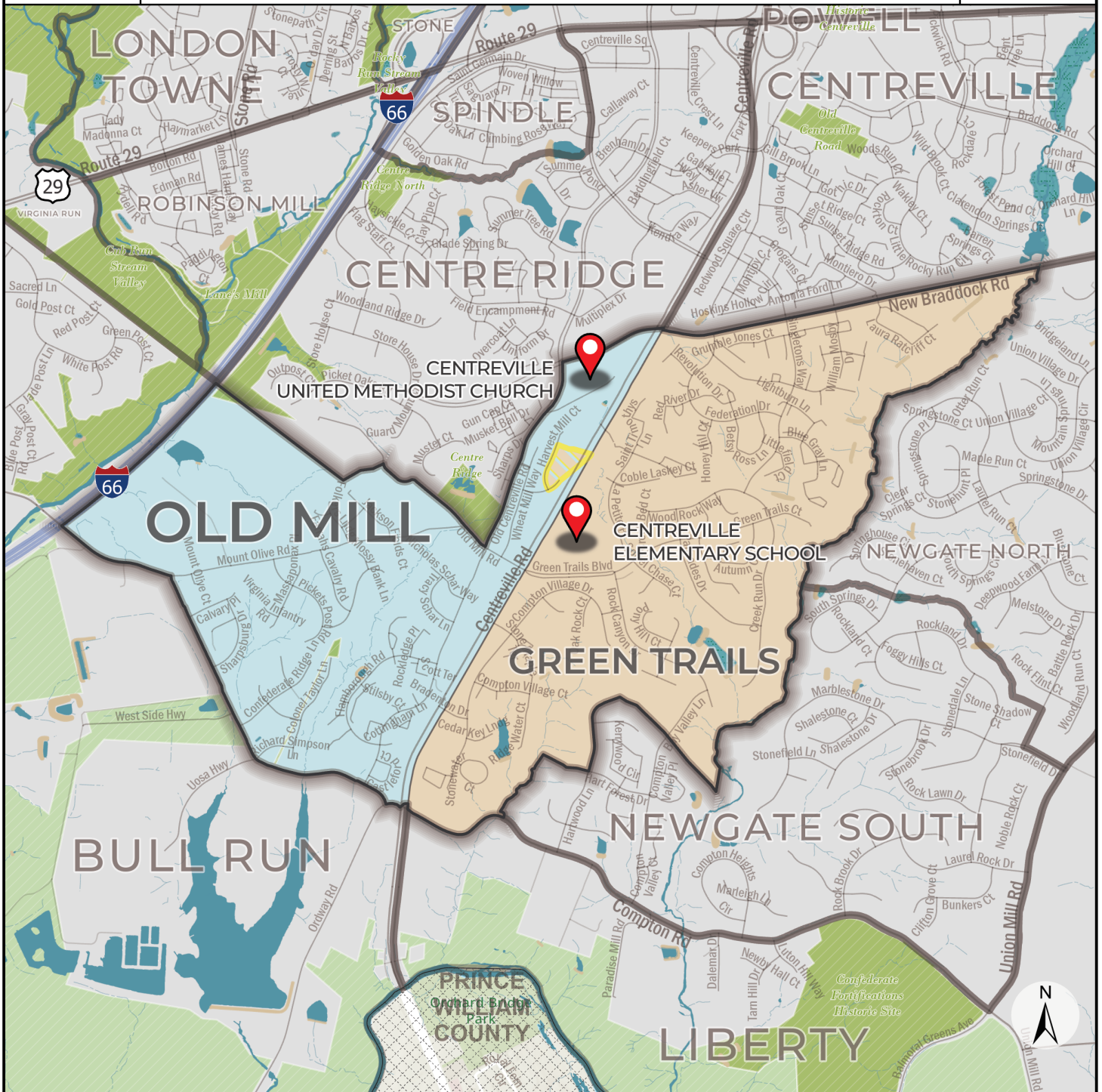
**POLLING PLACE:** Centreville Elementary School  
 14330 Green Trails Blvd, Centreville

**NOTES:** Established May 1993  
 Precinct description revised and readopted – March 2003  
 Precinct divided – July 2011  
 Boundary adjusted – July 2012  
 Senatorial and House Districts changed – December 2021  
Boundary adjusted with Old Mill precinct – June 2025







# Commonwealth of Virginia County of Fairfax

Sully District



## Precinct Boundary and Polling Location Information:

-  Portion of Green Trails to be merged into Old Mill
-  Green Trails Precinct Boundary
-  Old Mill Precinct Boundary
-  Polling Locations - No Changes

June 2025

0 0.15 0.3  
Miles



Commonwealth of Virginia  
**COUNTY OF FAIRFAX**  
**SULLY District**

**PRECINCT:** **925 OLD MILL**

**CONGRESSIONAL DISTRICT:** **11**

**VIRGINIA SENATORIAL DISTRICT:** **36**

**HOUSE OF DELEGATES DISTRICT:** **10**

***DESCRIPTION:***

~~The precinct is bounded by I-66 on the north, a segment of Old Mill Rd on the east, Mount Olive Rd and Compton Rd on the south and is comprised of census blocks 2010 and 2012 of tract 491301 in their entirety.~~ Beginning at the intersection Old Centreville Road and New Braddock Road, thence with New Braddock Road in an easterly direction to its intersection with Centreville Road (Route 28), thence with Centreville Road (Route 28) in a southwesterly direction to its intersection with a projection of a pipe-stem driveway from Harvest Mill Court, thence with this projection and the pipe-stem driveway in an westerly direction between residences numbered 6513 and 6515 to its intersection with Harvest Mill Court, thence with Harvest Mill Court in a generally southerly direction to its intersection with Grainery Road, thence with Grainery and a projection of Grainery Road in a northeasterly direction to its intersection with Centerville Road, thence with Centreville Road in a southwesterly direction to its intersection with the Prince William County/Fairfax County Line (Bull Run), thence with the Prince William County/Fairfax County Line in a southerly, then westerly direction to its intersection with Cub Run (stream), thence with the meanders of Cub Run in a generally northwesterly direction to its intersection with Interstate 66, thence with Interstate 66 in a northeasterly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a southeasterly direction to its intersection with the Colonial Pipe Line Company Easement, thence with the Colonial Pipe Line Company Easement in a northeasterly direction to its intersection with Old Mill Road, thence with Old Mill Road in a southeasterly direction to its intersection with Old Centreville Road, thence with Old Centreville Road in a northeasterly direction to its intersection with New Braddock Road, point of beginning

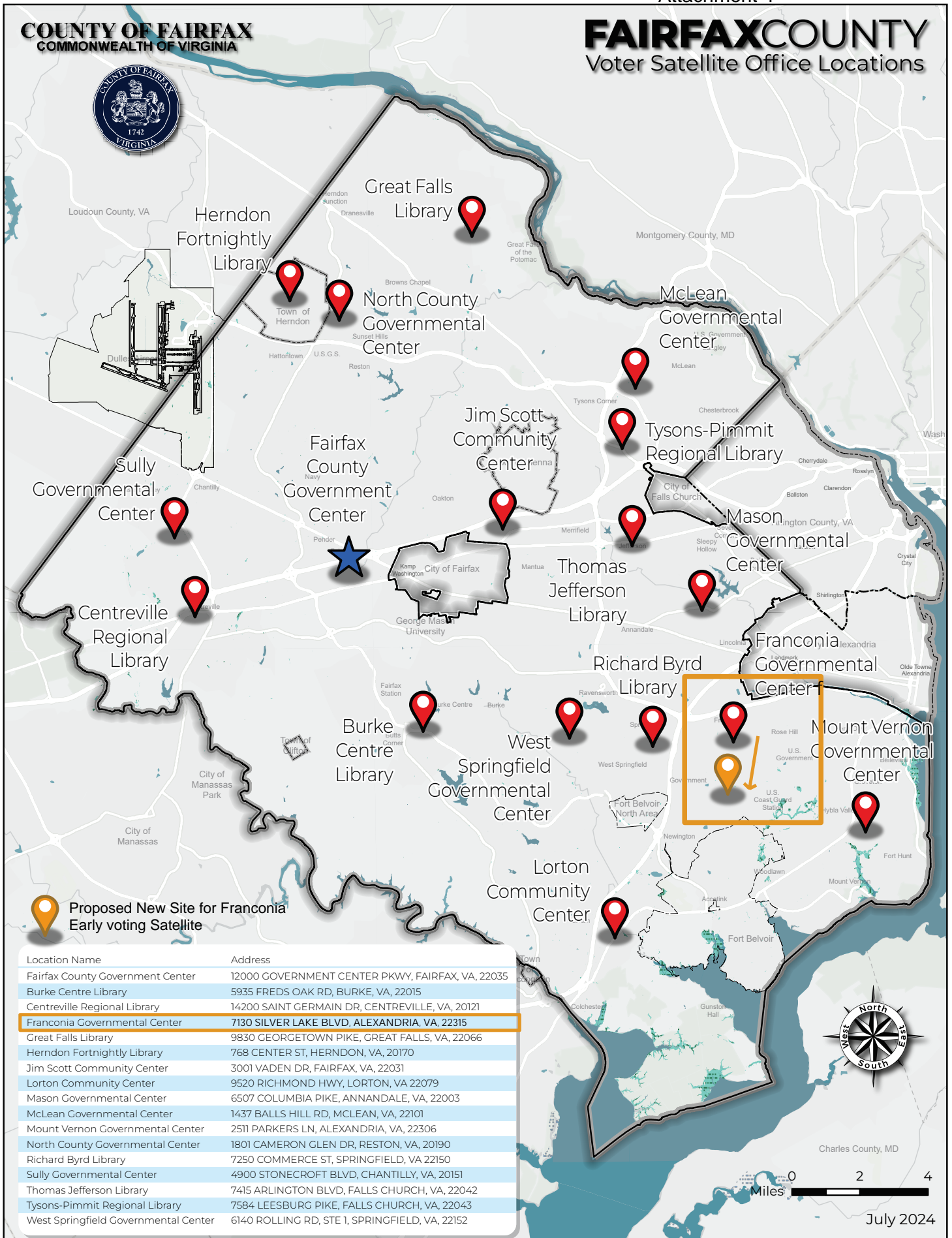
**POLLING PLACE:** Centreville United Methodist Church  
 6400 Old Centreville Rd, Centreville

**NOTES:** Established August 2001  
 Precinct description revised and readopted – March 2003  
 Boundary adjusted – July 2012  
 Congressional, Senatorial, and House Districts changed – December 2021  
 Boundary adjusted with Bull Run precinct – March 2022  
Boundary adjusted with Green Trails precinct – June 2025

**COUNTY OF FAIRFAX**  
COMMONWEALTH OF VIRGINIA

# FAIRFAX COUNTY

## Voter Satellite Office Locations



**AN ORDINANCE AMENDING AND READOPTING FAIRFAX COUNTY CODE  
SECTIONS 7-2-5, 7-2-6, 7-2-9, 7-2-13, and 7-3-2 TO DIVIDE AND CREATE PRECINCTS  
IN HUNTER MILL, DRANESVILLE, AND MOUNT VERNON DISTRICTS; RENAME  
AND RELOCATE POLLING PLACES IN FRANCONIA DISTRICT; ADJUST  
PRECINCT BOUNDARIES IN PROVIDENCE AND SULLY DISTRICTS; AND  
RELOCATE A VOTER SATELLITE OFFICE**

**AN ORDINANCE to amend the Fairfax County Code by amending and  
readopting Sections 7-2-5, 7-2-6, 7-2-9, 7-2-13, and 7-3-2 to Divide and  
Create Precincts in Hunter Mill, Dranesville, and Mount Vernon Districts;  
Rename and Relocate Polling Places in Franconia District; Adjust Precinct  
Boundaries in Providence and Sully Districts; and Relocate a Voter  
Satellite Office**

**Draft of April 9, 2025**

**Be it ordained by the Board of Supervisors of Fairfax County:**

- 1. That Sections 7-2-5, 7-2-6, 7-2-9, 7-2-13, and 7-3-2 of the Fairfax County Code are amended and readopted, as follows:**

**ARTICLE 2. – Election Districts for the Board of Supervisors.**

**Section 7-2-5. – Hunter Mill District.**

The Hunter Mill District shall consist of these election precincts: Aldrin, Armstrong, Cameron Glen, Colvin, Dogwood, Flint Hill No. 1, Flint Hill No. 2, Floris, Fox Mill No. 1, Fox Mill No. 2, Frying Pan, Glade, Hughes, Hunters Woods, Madison, McNair, North Point, Piney Run, Reston No. 1, Reston No. 2, Reston No. 3, Reston No. 4, South Lakes, Stuart, Sunrise Valley No. 1, Sunrise Valley No. 2, Vienna No. 1, Vienna No. 2, Vienna No. 4, Vienna No. 6, Westbriar No. 1, Westbriar No. 2, and Wolftrap.

**Section 7-2-6. – Dranesville District.**

The Dranesville District shall consist of these election precincts: Chain Bridge, Chesterbrook, Churchill, Clearview, Coates, Cooper, Coppermine, El Nido, Forestville, Great Falls, Haycock, Herndon No. 1, Herndon No. 2, Herndon No. 3, Hickory, Hutchison, Kenmore, Kirby, Langley, Longfellow, McLean, Pimmit, Salona, Seneca, Shouse, Spring Hill, Sugarland, Westhampton, and Westmoreland.

**Section 7-2-9. – Mount Vernon District.**

The Mount Vernon District shall consist of these election precincts: Alban, Army, Belle Haven, Bellevue, Bucknell, Fort Hunt, Grosvenor, Gunston, Halley No. 1, Halley No. 2, Hollin Hall, Huntington, Kirkside, Laurel Hill No. 1, Laurel Hill No. 2, Lorton, Lorton

Station, Marlan, Montebello, Newington No. 1, Newington No. 2, Pohick Creek, Riverside, Sherwood, South County, Stratford, Waynewood, Westgate, Woodlawn No. 1, Woodlawn No. 2, and Woodley.

### **Section 7-2-13. – General Provisions.**

All references to election precincts refer to those precincts, together with the descriptions and maps of the boundaries and polling places for each of those precincts, which were adopted by the Board of Supervisors on March 24, 2003, as amended on March 8, 2004, March 21, 2005, March 27, 2006, March 26, 2007, September 10, 2007, March 10, 2008, January 12, 2009, March 9, 2010, July 27, 2010, April 26, 2011, July 26, 2011, January 10, 2012, July 10, 2012, March 19, 2013, July 9, 2013, November 18, 2014, June 23, 2015, December 8, 2015, July 12, 2016, July 11, 2017, March 20, 2018, December 4, 2018, April 9, 2019, December 3, 2019, March 24, 2020, March 23, 2021, June 22, 2021, December 7, 2021, March 8, 2022, June 7, 2022, March 7, 2023, December 5, 2023, March 19, 2024, June 25, 2024, ~~and~~ January 14, 2025; and June 24, 2025, kept on file with the clerk to the Board of Supervisors. Whenever a road, a stream, or other physical feature describes the boundary of a precinct, the center of such road, stream, or physical feature is the dividing line between that precinct and any adjoining precinct.

## **ARTICLE 3. – Voter Satellite Offices.**

### **Section 7-3-2. – County Voter Satellite Offices.**

Voter satellite offices are hereby established at the following locations:

- (a) **Burke Centre Library**  
5935 Fred Oaks Road, Burke, Virginia 22015
- (b) **Centreville Regional Library**  
14200 Saint Germain Drive, Centreville, Virginia 20121
- (c) **Franconia Governmental Center**  
~~6121 Franconia Road, Alexandria, Virginia 22310~~  
7130 Silver Lake Boulevard, Alexandria, Virginia 22315
- (d) **Great Falls Library**  
9830 Georgetown Pike, Great Falls, Virginia 22066
- (e) **Herndon Fortnightly Library**  
768 Center Street, Herndon, Virginia 20170
- (f) **Jim Scott Community Center**  
3001 Vaden Drive, Fairfax, Virginia 22031

- (g) **Lorton Community Center**  
9520 Richmond Highway, Lorton, Virginia 22079
- (h) **Mason Governmental Center**  
6507 Columbia Pike, Annandale, Virginia 22003
- (i) **McLean Governmental Center**  
1437 Balls Hill Road, McLean, Virginia 22101
- (j) **Mount Vernon Governmental Center**  
2511 Parkers Lane, Alexandria, Virginia 22306
- (k) **North County Governmental Center**  
1801 Cameron Glen Drive, Reston, Virginia 20190
- (l) **Richard Byrd Library**  
7250 Commerce Street, Springfield, Virginia 22150
- (m) **Sully Governmental Center**  
4900 Stonecroft Boulevard, Chantilly, Virginia 20151
- (n) **Thomas Jefferson Library**  
7415 Arlington Boulevard, Falls Church, Virginia 22042
- (o) **Tysons-Pimmit Regional Library**  
7584 Leesburg Pike, Falls Church, Virginia 22043
- (p) **West Springfield Governmental Center**  
6140 Rolling Road, Springfield, Virginia 22152

**2. That the election polling places for new precincts are established at:**

<u>Supervisor District</u>	<u>Precinct</u>	<u>Polling Place</u>
Dranesville	Coppermine (New Precinct)	Floris United Methodist Church 13600 Frying Pan Road Herndon, VA 20171
Hunter Mill	Reston No. 4 (New Precinct)	Reston Teen Center 12196 Sunset Hills Road Reston, VA 20190
Mount Vernon	Montebello (New Precinct)	Montebello Community Center 5905 Mount Eagle Drive Alexandria, VA 22303



**3. That the election polling place for the following existing precinct is established at:**

<u>Supervisor District</u>	<u>Precinct</u>	<u>Polling Place</u>
Franconia	Virginia Hills (Polling Place Moved)	From: Virginia Hills Center 6520 Diana Lane Alexandria, VA 22310
		To: Franconia Recreation Center 6601 Telegraph Road Alexandria, VA 22310

**4. That the election polling place for the following existing precinct is renamed:**

<u>Supervisor District</u>	<u>Precinct</u>	<u>Polling Place</u>
Franconia	Greenspring (Polling Place Renamed)	From: Greenspring Conference Center 7430 Spring Village Drive Springfield, VA 22150
		To: Hunters Crossing Conference Center 7430 Spring Village Drive Springfield, VA 22150

**5. That precinct boundary alterations depicted in the maps and descriptions, and the GIS data on which both are based, held in the records of the Clerk to the Board of Supervisors as part of the June 24, 2025, public hearing on this matter, and related to the Hunter Mill, Dranesville, Mount Vernon, Providence, and Sully districts, are established.**

**6. That this ordinance shall become effective upon adoption, and that clauses 1, 2, 3, and 5 shall be given effect after completion of the procedures set forth in Virginia Code § 24.2-129(D).**

**7. That the Clerk for the Board of Supervisors will send a certified copy of this ordinance to the Fairfax County Electoral Board, and staff from the Office of Elections will send a copy of this ordinance to the Virginia Department of Elections.**

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GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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Jill G. Cooper  
Clerk for the Board of Supervisors  
Department of Clerk Services

Board Agenda Item  
May 13, 2025

ADMINISTRATIVE – 5

Authorization to Advertise a Public Hearing to Grant and Terminate Easements on County-Owned Property at 8914 Little River Turnpike to Global Signal Acquisitions IV LLC (Mason District)

ISSUE:

Authorization to advertise a public hearing to enter into a Telecommunications Site Relocation Agreement with Global Signal Acquisitions IV LLC d/b/a Crown Castle (“GSA IV”) that includes the reconfiguration of telecommunications-related easements on County-owned property at the West Annandale Volunteer Fire Station located at 8914 Little River Turnpike.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing to be held on June 24, 2025, at 4:00 p.m.

TIMING:

Board action is requested on May 13, 2025, to provide sufficient time to advertise the proposed public hearing on June 24, 2025, at 4:00 p.m.

BACKGROUND:

Formed in 1940, the Annandale Volunteer Fire Department (AVFD) operates the West Annandale Fire Station located at 8914 Little River Turnpike on property identified as Tax Map No. 0584 01 0062 (Property). Because the current station building was constructed in 1970, AVFD and the Board of Supervisors (BOS) determined that the facility had exceeded its useful life cycle and that a new fire station with female living facilities and expanded space for support functions was necessary.

When the County is considering building a new fire station on property owned by a volunteer fire department, the typical practice is for the County and the volunteer fire department to enter into an agreement under which the volunteer fire department transfers its fire station property to the BOS in exchange for a commitment from the BOS to construct a new facility. With this Property, however, the County and AVFD first had to seek a modification of certain restrictions imposed by an existing telecommunications agreement that prevented the County from assuming ownership of the Property.

Board Agenda Item  
May 13, 2025

AVFD had entered into a deed of easement (Deed) with GSA IV that provided GSA IV with an easement for the installation of a flag monopole near the front of the building, as well as easements for the co-location of equipment cabinets (Equipment Easement) and permanent access and utilities (Access and Utility Easements). This Deed, which would remain in effect following a transfer of the Property to the County, contained several provisions that the County could not legally accept. Furthermore, to accommodate the proposed new fire station, the equipment cabinets and the Equipment Easement would have to be moved to the back of the Property and the Access and Utility Easements would need to be reconfigured; the monopole itself could remain in place.

On February 3, 2020, the BOS, AVFD and GSA IV entered into an amendment to the Deed (First Amendment) that modified the problematic provisions in the Deed and enabled the County to accept the Property. The First Amendment also provided the BOS with a one-time right to have GSA IV relocate its telecommunications equipment in accordance with a design that was mutually agreeable to the County and GSA IV. In return, the BOS would reimburse GSA IV up to \$500,000 for the costs of relocation, with the funding to come from Fund 30070, Public Safety Construction, Project FS-000057, West Annandale Volunteer Fire Station - 2018. With this First Amendment in place, the BOS voted to approve a memorandum of agreement with the AVFD on March 10, 2020, that transferred the Property to the BOS and provided for the construction of a new fire station.

The attached Telecommunications Site Relocation Agreement establishes a framework for implementing the arrangement outlined in the First Amendment. GSA IV has up to two (2) years to reposition the equipment cabinets, although staff anticipates that this project will be completed in a much shorter timeframe given the contemporaneous access GSA IV will have to the site during the construction of the new fire station. All relocation expenses in excess of the \$500,000 reimbursement limit will be borne by GSA IV. Finally, a second amendment to the Deed will be recorded in the Land Records that memorializes the new locations of the Equipment Easement and Access and Utility Easements.

With certain exceptions not applicable in these circumstances, *Virginia Code Ann. § 15.2-1800 (B)* requires a locality to hold a public hearing before granting an easement.

EQUITY IMPACT:

The reconfiguration of site easements to accommodate an expanded fire station facility broadly supports the Board's goal of making public safety services available and responsive to all County residents and communities.

Board Agenda Item  
May 13, 2025

FISCAL IMPACT:

The relocation agreement could cost up to \$500,000 of the funding earmarked in Fund 30070, Public Safety Construction, Project FS-000057, West Annandale Volunteer Fire Station - 2018. There will be no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Easement Plat

STAFF:

Ellicia Seard-McCormick, Deputy County Executive

Thomas Arnold, Deputy County Executive

Jeffrey Katz, Volunteer Liaison, Fire and Rescue Department

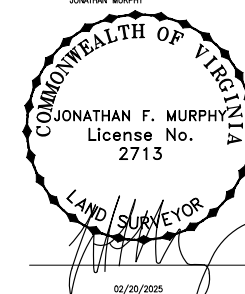
José A. Comayagua, Jr., Director, Facilities Management Department

Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

John Burton, Senior Assistant County Attorney





02/20/202



**SURVEY PERFORMED FOR:**



2000 Corporate Drive  
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	XX/XX/XXXX	X	X
2	XX/XX/XXXX	X	X
3	XX/XX/XXXX	X	X

SITE INFORMATION:

Name	P1-ANNANDALE VOL. FIRE DEPT
BUN	881105
Address	8914 LITTLE RIVER TURNPIKE FAIRFAX, VA 22003
County	FAIRFAX COUNTY

## TOWER SURVEY

SHEET: ACCESS OVERVIEW 1

Board Agenda Item  
May 13, 2025

ADMINISTRATIVE – 6

Authorization to Advertise a Public Hearing on Amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic

ISSUE:

Authorization to advertise a public hearing to consider proposed amendments to *Sections 82-1-6, 82-3-17, 82-3-24, and 82-9-2 of the Code of the County of Fairfax* ("County Code") relating to motor vehicles and traffic.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing on the proposed amendments to Chapter 82.

TIMING:

Authorization to advertise the proposed amendments on May 13, 2025; Board of Supervisors' public hearing scheduled for June 24, 2025, at 4:30 p.m. to consider the adoption of these proposed amendments.

BACKGROUND:

As a housekeeping measure to update *Chapter 82*, portions of *Sections 82-1-6* (Adoption of state law), *82-3-17* (Driving without operator's license prohibited), *82-3-24* (Driving while operator's license suspended or revoked), and *82-9-2* (Right-of-way pedestrians) have been amended to reflect changes made to the Code of Virginia by the 2025 General Assembly. A summary of the changes as a result of the 2025 General Assembly amendments affecting Chapter 82 are provided in Attachments 2 and 4.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 - Proposed Amendments to Chapter 82, Motor Vehicles and Traffic, Article 1, In General.

Attachment 2 - Summary of 2025 General Assembly Amendments Affecting Chapter 82, Motor Vehicles and Traffic, Article 1, In General.

Attachment 3 – Proposed Amendment to Chapter 82, Motor Vehicles and Traffic, Article 3, Inspection, Licensing and Registration Generally and Article 9, Protection of Pedestrians.

Attachment 4 – Summary of 2025 General Assembly Amendments Affecting Chapter 82, Motor Vehicles and Traffic, Article 3, Inspection, Licensing and Registration Generally and Article 9, Protection of Pedestrians.

STAFF:

Thomas Arnold, Deputy County Executive  
Kevin Davis, Chief, Police Department

ASSIGNED COUNSEL:

Kimberly P. Baucom, Deputy County Attorney

## ATTACHMENT 1

### Proposed Amendments to Chapter 82, Motor Vehicles and Traffic

#### Article 1. – In General.

#### Section 82-1-6. – Adoption of State Law

Pursuant to the authority of Section 46.2-1313 of the Virginia Code, all provisions and requirements of the following sections of the Code of Virginia, as in effect on July 1, ~~2024~~ 2025, except those provisions and requirements the violation of which constitutes a felony, are hereby incorporated into the Fairfax County Code by reference, effective July 1, ~~2024~~ 2025, except where otherwise noted.

18.2-266	18.2-269	46.2-203.1
18.2-266.1	18.2-270	46.2-208
18.2-267	18.2-270.01	46.2-218
18.2-268.1	<u>18.2-270.1</u>	<u>46.2-300</u>
18.2-268.2	18.2-271	<u>46.2-301</u>
18.2-268.3	<u>18.2-271.1</u>	<u>46.2-301.1</u>
18.2-268.4	18.2-272	46.2-302
18.2-268.5	<u>46.2-100</u>	46.2-329
18.2-268.6	46.2-102	46.2-334.001
18.2-268.7	46.2-104	46.2-341.20:5
18.2-268.8	46.2-108	46.2-341.26:2
18.2-268.9	46.2-109	46.2-341.26:3
18.2-268.10	46.2-110	46.2-341.26:4
18.2-268.11	46.2-111	46.2-341.26:7
18.2-268.12	46.2-112	46.2-341.26:9

**ATTACHMENT 1**

46.2-341.27	46.2-684.2	46.2-816
46.2-341.28	46.2-704	46.2-816.1
<u>46.2-345.3</u>	46.2-711	46.2-817
46.2-346	46.2-715	46.2-818.1
46.2-349	46.2-716	46.2-818.2
46.2-371	46.2-724	46.2-819.4
<u>46.2-373</u>	46.2-730	46.2-820
46.2-376	46.2-800	46.2-821
46.2-379	46.2-801	46.2-822
46.2-380	46.2-802	46.2-823
46.2-391.01	46.2-803	46.2-824
46.2-391.2	46.2-804	46.2-825
46.2-391.3	46.2-805	46.2-826
46.2-391.4	46.2-806	46.2-827
46.2-392	46.2-807	46.2-828
<u>46.2-393*</u>	46.2-808	46.2-828.2
<u>46.2-398*</u>	46.2-808.1	46.2-829
46.2-602.3	46.2-808.2	46.2-830
46.2-612	46.2-808.3	46.2-831
46.2-613	46.2-810	46.2-832
46.2-616	46.2-811	46.2-833
46.2-617	46.2-812	46.2-833.1
46.2-618	46.2-814	46.2-834



**ATTACHMENT 1**

46.2-835	46.2-860	46.2-879
46.2-836	46.2-861	46.2-880
46.2-837	46.2-861.1	46.2-882
46.2-838	46.2-862	<u>46.2-882.1</u>
46.2-839	46.2-863	46.2-883
46.2-841	46.2-864	46.2-884
46.2-842	<u>46.2-865**</u>	46.2-885
46.2-842.1	<u>46.2-865.1</u>	46.2-886
46.2-844	<u>46.2-866</u>	46.2-887
46.2-845	46.2-868	46.2-888
46.2-846	46.2-868.1	46.2-889
46.2-848	<u>46.2-869</u>	46.2-890
46.2-849	46.2-870	46.2-891
46.2-850	46.2-871	46.2-892
46.2-851	46.2-872	46.2-893
46.2-852	46.2-873	46.2-894
46.2-853	46.2-874	46.2-895
46.2-854	46.2-876	46.2-896
46.2-855	46.2-877	46.2-897
46.2-856	46.2-878	46.2-898
46.2-857	46.2-878.1	46.2-899
46.2-858	46.2-878.2	46.2-900
46.2-859	46.2-878.3	46.2-902

**ATTACHMENT 1**

46.2-903	46.2-928	46.2-1020
46.2-904	46.2-929	46.2-1021
46.2-904.1	46.2-930	46.2-1022
46.2-905	46.2-932	<u>46.2-1023</u>
46.2-906	46.2-936	46.2-1024
46.2-908.1	46.2-937	<u>46.2-1025</u>
46.2-909	46.2-940	46.2-1026
46.2-910	46.2-942	46.2-1027
46.2-911.1	46.2-1001.1	<u>46.2-1030</u>
46.2-912	46.2-1001	46.2-1031
46.2-914	46.2-1002	46.2-1032
46.2-915	46.2-1003	46.2-1033
46.2-915.2	46.2-1004	46.2-1034
46.2-918	46.2-1010	46.2-1035
46.2-919	46.2-1011	46.2-1036
46.2-919.1	46.2-1012	46.2-1037
<u>46.2-920</u>	46.2-1013	46.2-1038
46.2-921	46.2-1014	46.2-1039
46.2-922	46.2-1015	46.2-1040
46.2-923	46.2-1016	46.2-1041
<u>46.2-924</u>	46.2-1017	46.2-1043
46.2-926	46.2-1018	46.2-1043.1
46.2-927	46.2-1019	46.2-1044

**ATTACHMENT 1**

46.2-1047	46.2-1077	46.2-1115
46.2-1049	46.2-1077.01	46.2-1116
46.2-1050	46.2-1078	46.2-1118
46.2-1052	46.2-1079	46.2-1120
46.2-1053	46.2-1080	46.2-1121
46.2-1054	46.2-1081	46.2-1130
46.2-1055	46.2-1082	46.2-1137
46.2-1056	46.2-1083	46.2-1150
46.2-1057	46.2-1084	46.2-1151
46.2-1058	46.2-1088	46.2-1154
46.2-1059	46.2-1088.1	46.2-1155
46.2-1060	46.2-1088.2	46.2-1156
46.2-1061	46.2-1088.5	46.2-1157
46.2-1063	46.2-1088.6	46.2-1158
46.2-1064	46.2-1090	46.2-1158.01
46.2-1065	46.2-1091	46.2-1158.02
46.2-1066	46.2-1092	46.2-1158.1
46.2-1067	46.2-1093	46.2-1172
46.2-1068	46.2-1102	46.2-1173
46.2-1070	46.2-1105	46.2-1216
46.2-1071	46.2-1110	46.2-1218
46.2-1072	46.2-1111	46.2-1219.2
46.2-1076	46.2-1112	46.2-1219.3

## ATTACHMENT 1

46.2-1231	46.2-1250	46.2-1561
46.2-1234	46.2-1309	46.2-2910
46.2-1240	46.2-1508.2	
46.2-1242	46.2-1552	

References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the streets, highways and other public ways within the County. Such provisions and requirements are hereby adopted, mutatis mutandis, and made a part of this chapter as fully as though set forth at length herein; and it shall be unlawful for any person, within the county, to violate or fail, neglect or refuse to comply with any provision of Title 46.2 or Title 18.2-266, 18.2-266.1, 18.2-267, 18.2-268.1 through 18.2-268.12, 18.2-269, 18.2-270, 18.2-270.01, 18.2-270.1, 18.2-271, 18.2-271.1 and 18.2-272 of the *Code of Virginia* which is adopted by this section; provided, that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under Title 46.2 or Title 18.2-266, 18.2-266.1, 18.2-267, 18.2-268.1 through 18.2-268.12, 18.2-269, 18.2-270, 18.2-270.01, 18.2-271, 18.2-270.1, 18.2-271.1 and 18.2-272 of the *Code of Virginia*.

*\* To become effective on July 1, 2026, per 2025 Acts of General Assembly Chapter 652.*

*\*\* Certain parts to become effective immediately and others on July 1, 2026, per 2025 Acts of General Assembly Chapters 648 and 652.*

(20-83-82; 25-84-82; 14-85-82; 16-87-82; 29-88-82; 20-89-82; 30-89-82; 18-90-82; 36-90-82; 23-91-82; 37-91-82; 37-92-82; 46-92-82; 33-93-82; 27-94-82; 17-95-82; 35-95-82; 25-96-82; 41-96-82; 18-97-82; 21-98-82; 20-99-82; 27-00-82; 25-01-82; 24-02-82; 33-02-82; 26-03-82; 25-04-82; 22-05-82; 18-06-82; 21-07-82; 45-08-82; 52-08-82; 41-09-82; 21-10-82; 22-11-82; 13-12-82; 15-12-82; 48-13-82; 27-14-82; 21-15-82; 21-16-82; 11-17-82; 21-18-82; 21-19-82; 10-20-82; 13-21-82; 13-22-82, 32-23-82, 22-24-82.)

## ATTACHMENT 2

### SUMMARY OF 2025 GENERAL ASSEMBLY AMENDMENTS AFFECTING CHAPTER 82

The information presented below summarizes changes to Title 18.2 and Title 46.2 of the Code of Virginia, portions of which are adopted by reference into Chapter 82 of the Code of the County of Fairfax.

Be it enacted by the General Assembly of Virginia:

An Act to amend and reenact [§§ 18.2-270.1](#) and [18.2-271.1](#) of the Code of Virginia, relating to ignition interlock system duration. Increases the period of time during which a person is prohibited from operating a motor vehicle that is not equipped with an ignition interlock system.

An Act to amend and reenact [§ 18.2-271.1](#) of the Code of Virginia, relating to pre-conviction ignition interlock systems for certain offenders. Permits first-time or second-time offenders charged with driving while intoxicated to obtain an ignition interlock system pre-conviction.

An Act to amend and reenact [§ 46.2-100](#) of the Code of Virginia, relating to financial responsibility in the future. Adds the definition of financial responsibility in the future to the Code of Virginia.

An Act to amend and reenact [§§ 46.2-300](#) and [46.2-301](#) of the Code of Virginia, relating to the dismissal of certain traffic violations with proof of compliance with law. Provides that a court may, in its discretion, dismiss certain violations for driving without a license or driving while the person's driver's license, learner's permit, or privilege to drive is suspended or revoked if the person can prove compliance with the law on or before the court date. The court may also, in its discretion, dismiss or amend the summons or warrant, where proof of substantial compliance has been provided to the court under certain circumstances.

An Act to amend and reenact [§ 46.2-301.1](#) of the Code of Virginia, relating to operation of motor vehicles by an unlicensed person or minor. Prohibits any person from knowingly authorizing (1) the operation of a motor vehicle by any person he knows has no legal right to do so; or (2) a minor who he knows has no operator's license or learner's permit, or who has a learner's permit but who he knows would operate such motor vehicle in violation of certain limitations on operating a motor vehicle with a learner's permit. If such violation results in a motor vehicle accident that causes injury or death to any person, then the violator is guilty of a Class 1 misdemeanor provided that such violation does not otherwise constitute a felony.



An Act to amend and reenact [§ 46.2-345.3](#) of the Code of Virginia, relating to the issuance of identification cards by the Department of Motor Vehicles. Provides that the current \$25 fee for identification cards shall not be assessed against homeless youth as described in [§ 22.1-3\(A\)\(7\)](#) of the Code of Virginia.

An Act to amend and reenact [§ 46.2-373](#) of the Code of Virginia, relating to the obligation of law enforcement officers to report details regarding certain motor vehicle crashes to the Department of Motor Vehicles. Raises the monetary damage threshold for such a report from \$1,500 to \$3,000.

An Act to amend and reenact [§§ 46.2-393](#), [46.2-398](#), and [46.2-865](#) of the Code of Virginia, relating to the establishment of the intelligent speed assistance program. Authorizes enrollment in the intelligent speed assistance program as an alternative to suspending a person's driver's license upon such person's conviction of certain speed-related offenses. These provisions have a delayed effective date of July 1, 2026.

An Act to amend and reenact [§§ 46.2-865](#), [46.2-865.1](#), and [46.2-866](#) of the Code of Virginia relating to reckless driving and exhibition driving. Expands reckless driving to include exhibition driving. Prohibits (1) slowing or stopping traffic for a race or exhibition driving; (2) riding as a passenger on the hood or roof of a motor vehicle during a race or exhibition driving; or (3) aiding or abetting exhibition driving.

An Act to amend and reenact [§ 46.2-869](#) of the Code of Virginia relating to improper driving. Permits a jury to find the accused guilty of improper driving, rather than reckless driving, if the degree of culpability is slight.

An Act to amend and reenact [§ 46.2-882.1](#) of the Code of Virginia, relating to photo speed monitoring devices. Requires photographs, microphotographs, videotapes, or other recorded images, or documentation, produced by a photo speed monitoring device placed in a school crossing zone to depict or confirm a portable sign or tilt-over sign that is in position and blinking or otherwise activated at the time of such vehicle speed violation in order for a sworn certificate to be considered prima facie evidence.

An Act to amend and reenact [§ 46.2-882.1](#) of the Code of Virginia, relating to photo speed monitoring devices. Permits retired sworn law enforcement officers to swear to or affirm a certificate for a vehicle speed violation enforced by a photo speed monitoring device.

An Act to amend and reenact [§§ 46.2-920](#), [46.2-1023](#), and [46.2-1030](#) of the Code of Virginia, relating to mine rescue team vehicles. Authorizes vehicles operated by certified mine rescue teams to (1) be equipped with flashing, blinking, or alternating red or red and white combination warning lights and (2) disregard certain regulations regarding the operation of vehicles while responding to an emergency.

An Act to amend and reenact [§ 46.2-924](#) of the Code of Virginia, relating to drivers stopping for pedestrians. Creates a Class 1 misdemeanor if a driver fails to stop for a

## ATTACHMENT 2

pedestrian and such traffic infraction results in the serious bodily injury or death of a vulnerable road user lawfully crossing a highway.

An Act to amend and reenact [§ 46.2-1025](#) of the Code of Virginia, relating to amber warning lights. Authorizes the use of amber warning lights on local department of social services vehicles while responding to a request for assistance from law enforcement agency personnel.

Proposed Amendments to  
Chapter 82, Motor Vehicles and Traffic

Article 3. – Inspection, Licensing and Registration Generally.

Section 82-3-17. Driving without operator's license prohibited.<sup>[34]</sup>

- (a) No person, except those expressly exempted in *Code of Virginia*, Section ~~§ 46.2-303~~ through ~~Section 46.2-309~~ § 46.2-308, shall drive any motor vehicle on any highway in this County until such person shall have made application for an operator's ~~or chauffeur's~~ license, as hereinafter provided, and satisfactorily passed the examination required by *Code of Virginia*, Section ~~§ 46.2-325~~, and obtained ~~either an operator's or chauffeur's license~~, nor unless such license issued to such person is valid.
- (b) ~~Upon a~~ A first conviction of a violation of this ~~Section~~ is a Class 2 misdemeanor; the penalty imposed shall be a fine of not more than Five Hundred Dollars (\$500.00) or imprisonment for not more than six (6) months or both such fine and imprisonment. ~~Upon a~~ A second or subsequent conviction of a violation of this ~~Section~~ is a Class 1 misdemeanor, which second offense shall have occurred within one (1) year of a first offense, the penalty shall be imprisonment in jail for not less than ten (10) days nor more than six (6) months, and, in addition, may be a fine not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00).

Upon conviction under this section, the court may suspend the person's privilege to drive for a period not to exceed 90 days. The court may, in its discretion, dismiss the summons or warrant, where proof of compliance with this section is provided to the court on or before the court date, unless such person was operating a commercial motor vehicle as defined by the Code of Virginia, § 46.2-341.4. (3-13-63; 1961 Code, § 16-54.)

Footnotes:

--- (34) ---

36. For state law as to driving without license, see Va. Code Ann., § 46.2-300.

**Section 82-3-24. Driving while operator's license suspended or revoked.<sup>[40]</sup>**

- (a) Except as provide by the Code of Virginia § 46.2-304, No person, resident or nonresident, whose operator's or chauffeur's license, or instruction learner's permit, or privilege to drive a motor vehicle has been suspended or revoked by any court or by the Commissioner or by operation of law pursuant to the provisions of Code of Virginia, Title 46.2 or of this Chapter or who has been forbidden as prescribed by law by the Commissioner, or the Superintendent of State Police, the State Corporation Commission, the State Highway Commissioner, to operate a motor vehicle in this State or whose right to operate a motor vehicle in this State has been revoked pursuant to Code of Virginia, Section 18.2-271 or any similar law or regulation, shall thereafter drive any motor vehicle or self-propelled machinery or equipment in this County unless and until the period of such suspension or revocation shall have terminated or the privilege has been reinstated or a restricted license has been issued. For the purpose of this section, a moped shall not be considered a motor vehicle or any self-propelled machinery or equipment.
- (b) ~~Any person violating this Section shall for the first offense be confined in jail not less than ten (10) days nor more than six (6) months, and may in addition be fined not less than One Hundred Dollars (\$100.00) nor more than Two Hundred Dollars (\$200.00); and for the second or any subsequent offense be confined in jail not less than two (2) months nor more than one (1) year, and may, in addition, be fined not less than Two Hundred Dollars (\$200.00) nor more than One Thousand Dollars (\$1,000.00).~~ A violation of this section is a Class 1 misdemeanor. Upon a violation of subsection (a), the court shall suspend the person's license or privilege to drive a motor vehicle for the same period for which it had been previously suspended or revoked. If the person violated this section by driving during a period of suspension or revocation which was not for a definite period of time, the court shall suspend the person's license, permit or privilege to drive for an additional period not to exceed 90 days, to commence upon the expiration of the previous suspension or revocation or to commence immediately if the previous suspension or revocation has expired. No such suspension shall extend beyond 10 years from the conviction date for such violation of this section, unless required by law. Any person eligible for a restricted license may petition the court for a restricted license pursuant to the provisions of Code of Virginia, Title 46.2 or of this Chapter.
- (c) The court may, in its discretion and where there have been no prior violations or convictions of this section within the past 10 years, dismiss the summons or warrant, where proof of compliance with this section is provided to the court on or before the court date, unless such person (i) possesses a commercial driver's license or commercial learner's permit, or (ii) was operating a commercial motor vehicle. Where there has been a prior violation or violations, the court, in its discretion, may dismiss or amend the summons or warrant, where proof of substantial compliance has been provided to the court. (3-13-63; 1961 Code, § 16-60.)

**Footnotes:**

--- (40) ---

42. For similar state law, see Va. Code Ann., § 46.2-301.

**Article 9. – Protection of Pedestrians.****Section 82-9-2. Right-of-way of pedestrians.<sup>[169]</sup>**

- (a) The driver of any vehicle upon a highway or street shall stop when a pedestrian crossing is within the driver's lane or within an adjacent lane and approaching the driver's lane of such highway or street within any clearly marked crosswalk, whether at mid-block or at the end of any block, or at any regular pedestrian crossing included in the prolongation of the lateral boundary lines of the adjacent sidewalk at the end of a block, or at any intersection when the driver is approaching on a highway or street where the legal maximum speed does not exceed thirty-five miles per hour, except at intersections or crosswalks where the movement of traffic is being regulated by law enforcement officers, uniformed school crossing guards, or traffic direction devices where the driver shall yield according to the direction of the law enforcement officer, uniformed school crossing guard, or device. A violation of this section is a traffic infraction, except that a violation of this section that results in serious bodily injury, as defined pursuant to Virginia Code § 18.2-51.4, to or the death of a vulnerable road user, as defined pursuant to Virginia Code § 46.2-816.1, who is lawfully crossing a highway is a Class 1 misdemeanor.
- (b) When a vehicle is stopped pursuant to subsection (a), the driver of any other vehicle approaching from an adjacent lane or from behind the stopped vehicle shall not overtake and pass such stopped vehicle.
- (c) No pedestrian shall enter or cross an intersection in disregard of approaching traffic.
- (d) The drivers of vehicles entering, crossing, or turning at intersections shall change their course, slow down, or come to a complete stop if necessary to permit pedestrians to cross such intersections safely and expeditiously.
- (e) Pedestrians crossing highways or streets at intersections shall at all times have the right-of-way over vehicles making turns into the highways or streets being crossed by the pedestrians.
- (f) Pursuant to Virginia Code § 46.2-924(D), the County may install and maintain highway signs at marked crosswalks requiring operators of motor vehicles, at the locations where such signs are installed, to yield the right-of-way to or stop for pedestrians crossing or attempting to cross the highway. (3-13-63; 1961 Code, § 16-222; 37-76-82; 35-02-82; 32-23-82; 15-24-82.)

**Footnotes:**

--- (169) ---

161. For similar state law, see Va. Code Ann., § 46.2-924.



## ATTACHMENT 4

### SUMMARY OF 2025 AMENDMENTS AFFECTING CHAPTER 82

The information presented below summarizes changes to Title 46.2 of the *Code of Virginia*, portions of which are adopted by reference into Chapter 82 of the *Code of the County of Fairfax*.

Section 82-3-17 of the Traffic Code of Fairfax County, Virginia, related to driving without an operator's license, [§ 46.2-300](#) of the Code of Virginia. Permits the court, in its discretion, to dismiss the summons or warrant, where there is proof of compliance with law under certain circumstances.

Section 82-3-24 of the Traffic Code of Fairfax County, Virginia, related to driving while an operator's license is suspended or revoked, [§ 46.2-301](#) of the Code of Virginia. Updates the section to conform with [§ 46.2-301](#) of the Code of Virginia and permits the court, in its discretion, to dismiss or amend the summons or warrant where there is proof of compliance with law or proof of substantial compliance of law under certain circumstances.

Section 82-9-2 of the Traffic Code of Fairfax County, Virginia, related to pedestrian right of way, [§ 46.2-924](#) of the Code of Virginia. Creates an enhanced penalty from a traffic infraction to a Class 1 misdemeanor if the violation results in serious bodily injury or the death of a vulnerable road user.

Board Agenda Item  
May 13, 2025

ADMINISTRATIVE – 7

Authorization to Advertise a Public Hearing to Consider Amendments to the Code of the County of Fairfax– Chapter 5, Relating to Possession of Alcoholic Beverages

ISSUE:

Authorization to advertise a public hearing to consider proposed amendments to *Sections 5-1-25, 5-1-26*, and the repeal of *Section 5-1-27 of the Code of the County of Fairfax*, (“County Code”) relating to drinking, possession, or tendering to another of alcoholic beverages in public places.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing on June 24, 2025, at 4:30 p.m. to consider the adoption of these proposed amendments.

TIMING:

Board action is requested on May 13, 2025, to provide sufficient time to advertise a June 24, 2025, public hearing at 4:30 p.m. on the proposed amendments.

BACKGROUND:

A housekeeping measure to update *Sections 5-1-25, 5-1-26*, and repeal *Section 5-1-27 of the County Code* all relating to drinking, possession, or the offering to another of alcoholic beverages in public places.

Upon reviewing these sections of the County Code, staff became aware that changes were needed to conform the County Code to recent revisions to the Code of Virginia. The proposed changes bring the County Code in line with the Code of Virginia and allow the County to prohibit the possession of alcoholic beverages and/or open alcoholic beverage containers, and the drinking of alcoholic beverages in public to the extent allowed by law.

EQUITY IMPACT:

None.

Board Agenda Item  
May 13, 2025

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:  
Attachment 1 - Proposed Amendments to Article 1 of Chapter 5 of the Code of the  
County of Fairfax, Relating to Possession of Alcoholic Beverages

STAFF:  
Thomas Arnold, Deputy County Executive  
Kevin Davis, Chief, Police Department

ASSIGNED COUNSEL:  
John A. Dorsey, Assistant County Attorney

AN ORDINANCE AMENDING  
ARTICLE 1 OF CHAPTER 5 OF THE FAIRFAX COUNTY CODE, RELATING TO  
POSSESSION OF ALCOHOLIC BEVERAGES

AN ORDINANCE to amend the Fairfax County Code by amending and  
readopting Sections 5-1-25, and 5-1-26, and repealing Section 5-1-27, all  
relating to drinking or possession of alcoholic beverages in public places.

Draft of March 6, 2025

Be it ordained by the Board of Supervisors of Fairfax County:

1. That Sections 5-1-25 and 5-1-26 of the Fairfax County Code are amended and readopted, and Section 5-1-27 is repealed, as follows:

ARTICLE 1. - Offenses Against Public Peace and Safety.

**Section 5-1-25. – Possession of open alcoholic beverage containers prohibited and penalty for drinking alcoholic beverages or tendering to another in a public place.**

(a) It is unlawful for any person to possess an open alcoholic beverage container while in a public park, playground, ~~or~~ on a public street, or on any sidewalk adjoining any public street.

(b) It is unlawful for any person to take a drink of an alcoholic beverage or to offer a drink thereof to another, whether accepted or not, at or in any public place, as defined in Title 4.1 of the Code of Virginia.

(a)(c) This Section shall not prevent any person from drinking alcoholic beverages or offering a drink thereof to another in any rooms or areas approved by the Board of Directors of the Virginia Alcoholic Beverage Control Authority in a licensed establishment, provided such establishment or the person who operates the same is licensed to sell alcoholic beverages at retail for on-premises consumption and the alcoholic beverages drunk or offered were purchased therein. This section shall not prevent any person from drinking alcoholic beverages or offering a drink thereof to another in any areas approved by the Board of Directors of the Virginia Alcoholic Beverage Control Authority in a licensed commercial lifestyle center. This section shall also not prevent any person from drinking alcoholic beverages or offering a drink thereof to another in any area upon the premises of a campground located on private property at which a majority of the campers use travel or tent trailers, pickup campers, or motor homes or similar recreational vehicles.

(d) This section shall not prevent any person from drinking alcoholic beverages or offering a drink thereof to another in any room or area approved by the Board of Directors of the Virginia Alcoholic Beverage Control Authority at an event for which a banquet license,

mixed beverage special events license, or designated outdoor refreshment area license has been granted. Nor shall this section prevent, upon authorization of the licensee, any person from drinking his own lawfully acquired alcoholic beverages or offering a drink thereof to another in approved areas and locations at events for which a coliseum or stadium license has been granted.

(e) Any person convicted of a violation of this section shall be guilty of a Class 4 misdemeanor.

**Section 5-1-26. – Drinking or possession of alcoholic beverages in or on public school grounds.**

(a) It is unlawful for any person, in or upon the grounds of any free-public elementary or secondary school, during school hours or school or student activities, shall to possess or drink any alcoholic beverage.

(b) In addition, no person shall drink and no organization shall serve any alcoholic beverage in or upon the grounds of any public elementary or secondary school after school hours or school or student activities, except for religious congregations using wine for sacramental purposes only. take a drink of any alcoholic beverage or have in his possession any alcoholic beverage he shall be guilty of a

(c) This section shall not prohibit any person from possessing or drinking alcoholic beverages or any organization from serving alcoholic beverages in areas approved by the Board of Directors of the Virginia Alcoholic Beverage Control Authority at a performing arts facility, provided the organization operating the performing arts facility or its lessee has a licensed granted by the Board of Directors of the Virginia Alcoholic Beverage Control Authority. punishable by confinement in jail for not more than six (6) months and a fine of not more than Five Hundred Dollars (\$500.00), either or both.

(d) Any person convicted of a violation of this section shall be guilty of a Class 2 misdemeanor.

**~~Section 5-1-27. – Drinking alcoholic beverages or tendering to another in public place; penalty.~~**

~~(a) — If any person takes a drink of alcoholic beverages or tenders a drink thereof to another, whether accepted or not, at or in any public place (as defined in Code of Virginia Section 4-2), he shall be guilty of a Class 4 misdemeanor.~~

~~(b) — This Section shall not prevent any person from drinking alcoholic beverages or offering a drink thereof to another in the dining room or other designated room as defined in Code of Virginia Section 4-25, of a hotel, restaurant, club or boat, or in a dining car, club car, or buffet car of any train, or wine, wine coolers, or similar products that qualify as beverages as defined in Code of Virginia Section 4-99, and beer only within all seating areas, concourses, walkways, concession areas, as well as other additional locations designated by the Board, in coliseums, stadia, or similar facilities, during the~~

~~performance of a professional sporting exhibition or event, provided such alcoholic beverages and beverages are served in a paper, plastic, or similar disposable container, or in any other establishment, provided such hotel, restaurant, club, boat, dining car, club car, buffet car, coliseum, stadium or similar facility or other establishment, or the person who operates the same, including a concessionaire, is licensed to sell at retail for consumption in such dining room, room, car, seating areas, concourses, walkways, concession areas, as well as other additional locations designated by the Board, in such coliseum, stadium or similar facility or establishment, such alcoholic beverages, and the alcoholic beverages drunk or offered were purchased therein.~~

**2. That the provisions of this ordinance shall take effect on adoption.**

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors



Board Agenda Item  
May 13, 2025

ADMINISTRATIVE – 8

Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon Portions of Hillview Court (Franconia District)

ISSUE:

Board authorization to advertise a public hearing on a proposal to vacate and abandon portions of Hillview Court east of the intersection of Hillview Court (Route 5864) and Hillview Avenue (Route 1420).

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for June 24, 2025, at 4:30 p.m.

TIMING:

Board action is requested on May 13, 2025, to provide sufficient time to advertise the public hearing for June 24, 2025, at 4:30 p.m.

BACKGROUND:

The applicant, Walsh Colucci Lubeley & Walsh, P.C., on behalf of their client, Beazer Homes LLC, a Delaware LLC, is requesting that Hillview Court be vacated *under §15.2-2272 of the Virginia Code* and abandoned under *§33.2-909 of the Virginia Code*. As part of their new subdivision, the applicant extended Hillview Court beyond the existing cul-de-sac. Therefore, the “ears” of the cul-de-sac are no longer needed for transportation use in the secondary system and the public would be best served by vacating and abandoning these portions of the road. The portion of the road to be vacated and abandoned has no historic value.

The subject portions of Hillview Court, east of the intersection of Hillview Court (Route 5864) and Hillview Avenue (Route 1420), have been razed and restored following the road extension. The subject vacation and abandonment areas were dedicated for public street purposes by Deed of Dedication (Deed Book 4567 Page 232). The subject portions of Hillview Court are in the Virginia Department of Transportation (VDOT) Secondary System of Highways. The vacated areas of Hillview Court will be returned to the adjacent property owners as shown on the vacation plat (Attachment 5).

Board Agenda Item  
May 13, 2025

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Letter of Request and Justification

Attachment 2: Notice of Public Hearing

Attachment 3: Order of Abandonment

Attachment 4: Vacation Ordinance

Attachment 5: Vacation and Abandonment Plat

Attachment 6: Metes and Bounds

Attachment 7: Vicinity Map

Attachment 8: Informational Plat

STAFF:

Jennifer Miller, Deputy County Executive

Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)

Jeffrey Hermann, Chief, Site Analysis & Transportation Planning Division, FCDOT

Gregory Fuller, Jr., Chief, Site Analysis Section (SAS), FCDOT

Brittany Nixon, Transportation Planner IV, SAS, FCDOT

Jeffrey Edmondson, Transportation Planner III, SAS, FCDOT

ASSIGNED COUNSEL:

Randall T. Greehan, Assistant County Attorney



WALSH COLUCCI  
LUBELEY & WALSH PC

H. Mark Goetzman  
Phone: 703.528.4700 x5452  
Fax: 703.528.6050  
mgoetzman@thelandlawyers.com

**REVISED**

September 27, 2024

**BY ELECTRONIC MAIL**

Jeffrey Edmondson  
Fairfax County Department of Transportation  
4050 Legato Rd, Ste 400  
Fairfax, VA 22033-2895

Re: Request for Proposed Vacation and Abandonment of Portions of Hillview Court  
Franconia District, Fairfax County, Virginia

Dear Jeffrey:

This letter constitutes a petition and statement of justification to abandon certain portions of Hillview Court, Franconia District, Fairfax County, Virginia (referred to as the “**Vacation and Abandonment Areas**”), originally filed on October 31, 2023. This revised letter seeks to address your comment that we complete the vacation under Virginia Code Section 15.2-2722 and to revise the square footage of the Vacation and Abandonment Areas. This request is made on behalf of Beazer Homes LLC, a Delaware limited liability company (the “**Applicant**”).

The Applicant is currently developing the Hillview Avenue Subdivision. Developing the Hillview Avenue Subdivision requires extending a portion of Hillview Court. Said extension area currently includes a cul-de-sac, but extending Hillview Court would eliminate the need for the cul-de-sac. As such, the sides of the cul-de-sac will no longer be necessary for vehicular and transportation use. In connection with extending Hillview Court, the Virginia Department of Transportation (“**VDOT**”) has requested that the Applicant cause the portions of Hillview Court (i.e., the Vacation and Abandonment Areas) that will no longer be used for vehicular and transportation use, as more particularly shown on the attached **Exhibit “A”**, to be vacated and abandoned.

The Vacation and Abandonment Areas are shown on the plat entitled “Plat Showing the Abandonment and Vacation of Certain Portions of Hillview Court (Route #5864), Creating Parcel 4, Parcel 5, and Parcel 9, Section 2, Mount Erin (Deed Book 4567, Page 232), Franconia District, Fairfax County, Virginia”, prepared by RC Fields & Associates, Inc., dated August 12, 2024 (the “**Plat**”). The total of the areas to be abandoned is 3,374 square feet. The Vacation and Abandonment Areas were dedicated for

ATTORNEYS AT LAW

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LOUDOUN 703 737 3633 • WOODBRIDGE 703 680 4664

public street purposes by virtue of that certain Deed of Dedication in Deed Book 4567 at Page 232, among the land records of Fairfax County, Virginia.

The abandonment of the Vacation and Abandonment Areas is requested pursuant to Virginia Code Section 33.2-909. The vacation of the Vacation and Abandonment area is required pursuant to Virginia Code Section 15.2-2272.

I request your review of this application as soon as possible. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,  
WALSH, COLUCCI, LUBELEY & WALSH, P.C.

A handwritten signature in blue ink, appearing to read "H. Mark Goetzman". The signature is fluid and cursive, with the first name "H." and last name "Goetzman" clearly distinguishable.

H. Mark Goetzman

cc: Kate Schlinke

NOTICE OF INTENT TO  
ADOPT AN ORDINANCE VACATING AND AN ORDER ABANDONING  
PORTIONS OF A ROAD

(Hillview Court – State Route 5864)

Franconia District,  
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on June 24, 2025, at 4:30pm during its regular meeting in the Board Auditorium of the Fairfax County Government Center Parkway, Fairfax, Virginia pursuant to Virginia Code Ann. §15.2-2204, §15.2-2722, and §33.2-909, vacating and abandoning a total of 3,374 square feet of Hillview Court (Route 5864), which was dedicated for public street purposes pursuant to that certain Deed of Dedication dated March 2, 1977 and filed March 2, 1977 under Deed Book 4567 at Page 232 in the land records of Fairfax County, Virginia. The road is located adjacent to Tax Map Parcel Numbers: 092-2-23-0003; 092-2-23-0004; 092-2-23-0005; and 092-2-23-0009 and is described and shown on the metes and bounds description and plat prepared by RC Fields & Associates, Inc., both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

Public hearings are available to view live on Channel 16 and stream live online at [www.fairfaxcounty.gov/cableconsumer/channel-16/live-video-stream](http://www.fairfaxcounty.gov/cableconsumer/channel-16/live-video-stream). Live audio of the meeting may be accessed at 703-324-7700. Those wishing to testify may do so in person, unless the meeting is held electronically, or via phone or pre-recorded YouTube video. Speakers wishing to testify via video must register by signing up online at the web address shown below or by calling the Department of Clerk Services at 703-324-1315, TTY 711, and must submit their video no later than 9 a.m. on the day prior to the hearing. Speakers wishing to testify via phone must sign up to testify no later than 12:00 p.m. the day of the hearing to be placed on the Speakers List. Speakers not on the Speakers List may be heard after the registered speakers have testified.

In addition, written testimony and other submissions will be received by mail at 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035 or by email at [clerktotheBOS@fairfaxcounty.gov](mailto:clerktotheBOS@fairfaxcounty.gov). More information on the ways to testify can be found at [www.fairfaxcounty.gov/clerkservices/ways-provide-public-hearing-testimony](http://www.fairfaxcounty.gov/clerkservices/ways-provide-public-hearing-testimony).

Questions regarding this proposal may be directed to the Fairfax County Department of Transportation at 703-877-5600.

Fairfax County supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. Open captioning will be provided in the Board Auditorium. For sign language interpreters or other accommodation, please call the Clerk's Office, 703-324-3151, TTY: 711, as soon as possible, but no later than 48 hours before the public hearing. Assistive listening devices are available at the meeting.

FRANCONIA DISTRICT

ORDER OF ABANDONMENT OF  
PORTIONS OF HILLVIEW COURT

Franconia District,  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 24<sup>th</sup> day of June, 2025, it was duly moved and seconded that:

**WHEREAS**, after conducting a public hearing pursuant to notice as required by Virginia Code § 33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for the continuance of these portions of the road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

**WHEREFORE, BE IT ORDERED:**

That the portions of the existing Hillview Court (Route 5864), comprising a total of 3,374 square feet, located adjacent to Tax Map Parcel Numbers: 092-2-23-0003; 092-2-23-0004; 092-2-23-0005; and 092-2-23-0009, described and shown on the metes and bounds and plat prepared by RC Fields & Associates, Inc., each attached hereto and incorporated herein, be and the same are hereby abandoned as a public road pursuant to Virginia Code § 33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

---

Jill G. Cooper  
Clerk for the Board of Supervisors



ADOPTION OF AN ORDINANCE VACATING  
A PORTION OF A ROAD

(Hillview Court – Route 5864)

Franconia District,  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on June 24, 2025, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

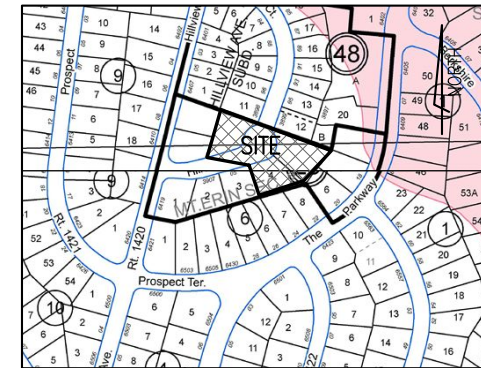
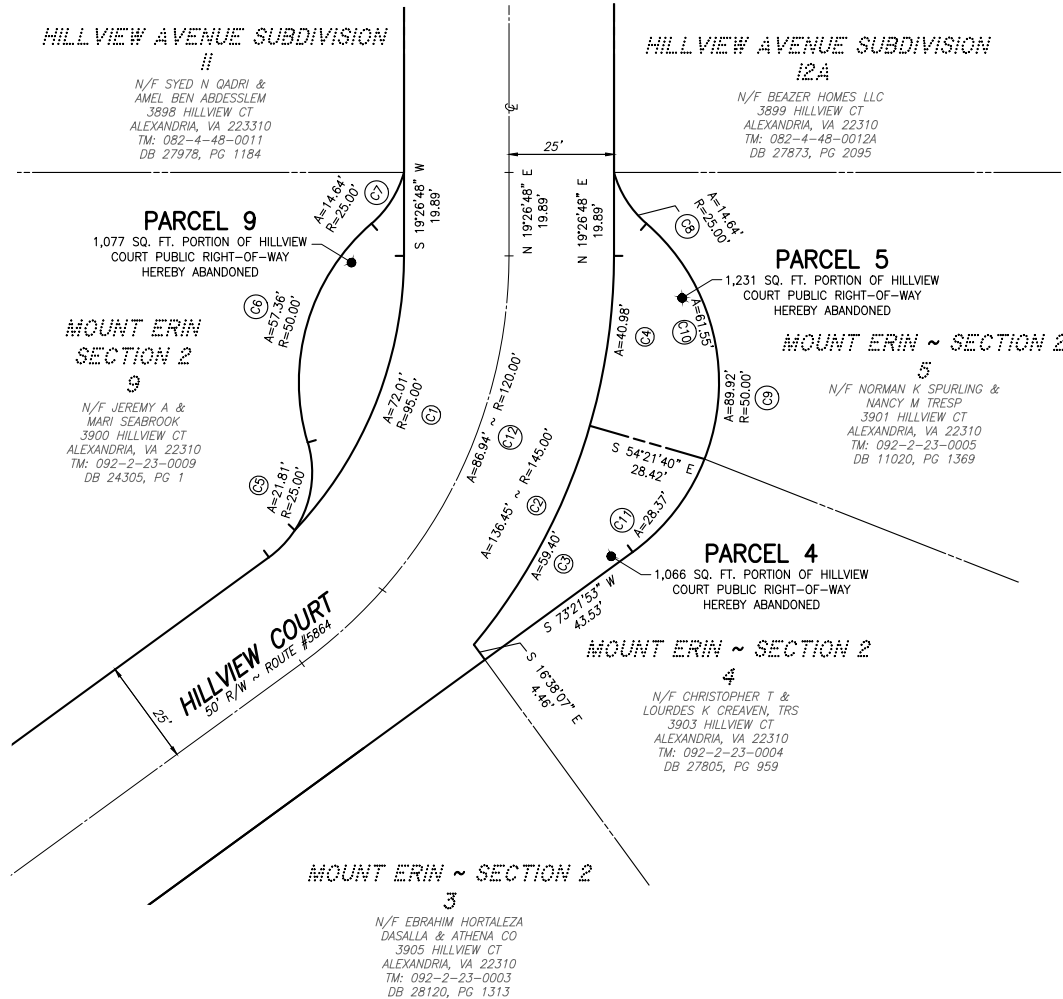
**BE IT ORDAINED** by the Board of Supervisors of Fairfax County, Virginia, pursuant to Virginia Code §15.2-2272, does hereby vacate Hillview Court as formerly dedicated in a Deed of Dedication, recorded in Deed Book 4567, at Page 232. The road vacated is currently shown on Tax Map 92-2 and is described on the metes and bounds schedule attached hereto as well as shown on the plat prepared by RC Fields & Associates, Inc.

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

---

Jill G. Cooper  
Clerk for the Board of Supervisors

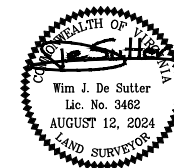
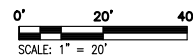


## GENERAL NOTES:

1. TAX MAP: #092-2-23-0004  
#092-2-23-0005  
#092-2-23-0009
2. CLIENT: BEAZER HOMES, LLC
3. A TITLE REPORT WAS NOT FURNISHED, THUS ALL EASEMENTS MAY NOT BE SHOWN.
4. PLAT SUBJECT TO RESTRICTIONS OF RECORD.

## CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	95.00'	72.01'	43°25'41"	37.83'	N 41°09'38" E	70.29'
C2	145.00'	136.45'	53°55'05"	73.75'	N 46°24'21" E	131.47'
C3	145.00'	59.40'	23°28'16"	30.12'	N 47°22'28" E	58.98'
C4	145.00'	40.98'	16°11'32"	20.63'	N 27°32'54" E	40.84'
C5	25.00'	21.81'	49°59'11"	11.65'	N 27°50'24" E	21.13'
C6	50.00'	57.36'	65°44'01"	32.31'	N 35°42'36" E	54.27'
C7	25.00'	14.64'	33°33'20"	7.54'	N 51°47'00" E	14.43'
C8	25.00'	14.64'	33°33'20"	7.54'	S 12°51'14" E	14.43'
C9	50.00'	89.92'	103°02'27"	62.90'	S 21°50'40" W	78.28'
C10	50.00'	61.55'	70°31'47"	35.36'	S 05°35'20" W	57.74'
C11	50.00'	28.37'	32°30'40"	14.58'	S 57°06'33" W	27.99'
C12	120.00'	86.94'	41°30'38"	45.48'	N 40°12'07" E	85.05'



## PLAT

SHOWING THE ABANDONMENT AND VACATION OF CERTAIN  
PORTIONS OF HILLVIEW COURT (ROUTE #5864), CREATING  
PARCEL 4, PARCEL 5, AND PARCEL 9  
SECTION 2

## MOUNT ERIN

(DEED BOOK 4567, PAGE 232)  
FRANCONIA DISTRICT

FAIRFAX COUNTY, VIRGINIA

DATE: AUGUST 12, 2024

SCALE: 1"=20'

**RC FIELDS & ASSOCIATES, inc.**

DRAWN: AA  
CHECKED: WDS

FILE: 20-30  
SHEET 1 OF 1

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**METES AND BOUNDS DESCRIPTION**

**PARCEL 4  
SECTION 2 ~ MOUNT ERIN**

FAIRFAX COUNTY, VIRGINIA

All that certain tract or parcel of land lying, being and situate in Franconia District, Fairfax County, Virginia being a portion of the right-of-way of Hillview Court, Route #5864, dedicated for public street purposes as recorded in Deed Book 4567 at Page 232 among the Land Records of said Fairfax County, Virginia.

Said Parcel being further described by metes and bounds as follows:

**BEGINNING AT A POINT** on the easterly right-of-way line of Hillview Court (50' wide), said point being on the common line between Lot 3, Section 2, Mount Erin (Deed Book 4567, Page 232) on the South and Lot 4, Section 2, Mount Erin (Deed Book 4567, Page 232) on the North; Thence departing the said right-of-way and running through the cul-de-sac of Hillview Court, along the common line between Parcel 3 and Parcel 4: the following two (2) courses and distances:

1. North  $16^{\circ} 38' 07''$  West, 4.46 feet to a point;
2. A curve turning left with a radius of 145.00 feet, with an arc length of 59.40 feet, with a delta angle of  $23^{\circ} 28' 16''$ , with a chord bearing of North  $47^{\circ} 22' 28''$  East, and a chord distance of 58.98 feet to a point;

Thence, running with the common line between Parcel 4 and Parcel 5: the following three (3) courses and distances:

3. South  $54^{\circ} 21' 40''$  East, 28.42 feet to a point on the easterly right-of-way line of Hillview Court, said point being on the common line between Lots 4 and 5, Section 2, Mount Erin to a point;
4. A curve turning right with a radius of 50.00 feet, with an arc length of 28.37 feet, with a delta angle of  $32^{\circ} 30' 40''$ , with a chord bearing of South  $57^{\circ} 06' 33''$  West, and a chord distance of 27.99 feet to a point;
5. South  $73^{\circ} 21' 53''$  West, 43.34 feet to the **POINT OF BEGINNING**.

**Containing an area of 1,066 square feet or 0.0245 acres of land**

## **METES AND BOUNDS DESCRIPTION**

### **PARCEL 5 SECTION 2 ~ MOUNT ERIN**

FAIRFAX COUNTY, VIRGINIA

All that certain tract or parcel of land lying, being and situate in Franconia District, Fairfax County, Virginia being a portion of the right-of-way of Hillview Court, Route #5864, dedicated for public street purposes as recorded in Deed Book 4567 at Page 232 among the Land Records of said Fairfax County, Virginia.

Said Parcel being further described by metes and bounds as follows:

**BEGINNING AT A POINT** on the easterly right-of-way line of Hillview Court (50' wide), said point being on the common line between Lot 4, Section 2, Mount Erin (Deed Book 4567, Page 232) on the South and Lot 5, Section 2, Mount Erin (Deed Book 4567, Page 232) on the North; Thence departing the said right-of-way line and thence, departing said right-of-line and crossing and including a portion of the right-of-way of said Hillview Court: along the common line between Parcel 4 and Parcel 5: the following three (3) courses and distances:

1. North 54° 21' 40" West, 28.42 feet to a point;
2. A curve turning left with a radius of 145.00 feet, with an arc length of 40.98 feet, with a delta angle of 16° 11' 32", with a chord bearing of North 27° 32' 34" East, and a chord distance of 40.84 feet to the point of tangency of said curve;
3. North 19° 26' 48" East, 19.89 feet to a point, said point being on the easterly right-of-way line of Hillview Court, also being on the common line between Lot 5, Section 2, Mount Erin, and Lot 12A, Hillview Avenue Subdivision (Deed Book 27873, Page 2095);

Thence, following along aforementioned right-of-way line the following two (2) courses and distances:

4. A curve turning left with a radius of 25.00 feet, with an arc length of 14.64 feet, with a delta angle of 33° 33' 20", with a chord bearing of South 12° 51' 14" East, and a chord distance of 14.43 feet to a point;
5. A reverse curve turning right with a radius of 50.00 feet, with an arc length of 61.55 feet, with a delta angle of 70° 31' 47", with a chord bearing of South 05° 35' 20" West, and a chord distance of 57.74 feet to the **POINT OF BEGINNING**.

**Containing an area of 1,231 square feet or 0.0286 acres of land**

## **METES AND BOUNDS DESCRIPTION**

### **PARCEL 9 SECTION 2 ~ MOUNT ERIN**

FAIRFAX COUNTY, VIRGINIA

All that certain tract or parcel of land lying, being and situate in Franconia District, Fairfax County, Virginia being a portion of the right-of-way of Hillview Court, Route #5864, dedicated for public street purposes as recorded in Deed Book 4567 at Page 232 among the Land Records of said Fairfax County, Virginia.

Said Parcel being further described by metes and bounds as follows:

**BEGINNING AT A POINT** on the westerly right-of-way line of Hillview Court (50' wide), said point being on the common line between Lot 9, Section 2, Mount Erin (Deed Book 4567, Page 232) on the South and Lot 11, Hillview Avenue Subdivision (Deed Book 27562, Page 1114) on the North; Thence departing aforementioned right-of-way line and thence, departing said right-of-line and crossing and including a portion of the right-of-way of said Hillview Court with the following five (5) courses and distances:

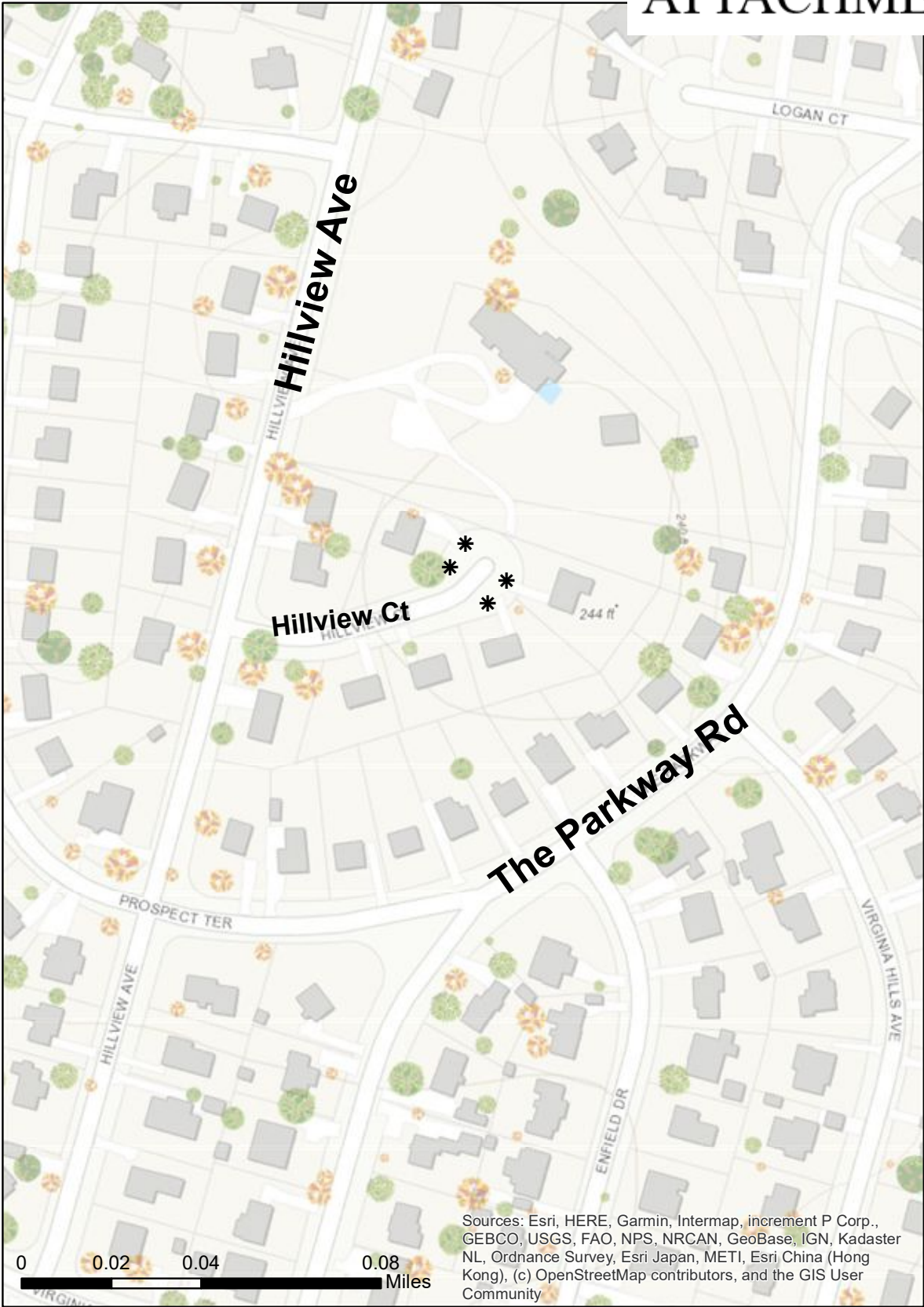
1. South 19° 26' 48" West, 19.89 feet to a point;
2. A curve turning right with a radius of 95.00 feet, with an arc length of 72.01 feet, with a delta angle of 43° 25' 41", with a chord bearing of South 41° 09' 38" West, and a chord distance of 70.29 feet to a point along Hillview Court;
3. A curve turning left with a radius of 25.00 feet, with an arc length of 21.81 feet, with a delta angle of 49° 59' 22", with a chord bearing of North 27° 50' 24" East, and a chord distance of 21.13 feet to a point;
4. A reverse curve turning right with a radius of 50.00 feet, with an arc length of 57.36 feet, with a delta angle of 65° 44' 01", with a chord bearing of North 35° 42' 36" East, and a chord distance of 54.27 feet to a point;
5. A reverse curve turning left with a radius of 25.00 feet, with an arc length of 14.64 feet, with a delta angle of 33° 33' 20", with a chord bearing of North 51° 47' 00" East, and a chord distance of 14.43 feet to the **POINT OF BEGINNING**.

**Containing an area of 1,077 square feet or 0.0247 acres of land**

# Hillview Court Vacation and Abandonment

Franconia District

ATTACHMENT 7

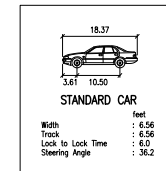


\* Denotes Area to be Vacated and Abandoned

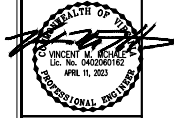
Tax Map 92-2



J:\2020\2023\DWG\DWG\21\_VDOT\_ANALYSIS.dwg  
Tue Aug 11 2023 - 8:26:00am



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6403 HILLVIEW AVENUE  
HILLVIEW AVENUE  
LEE DISTRICT  
FAIRFAX COUNTY, VIRGINIA

DATE	REVISION
01/25/22	SRM REVISION
01/19/23	LOT NUMBER AND WIDTH REVISION
04/03/23	PRIVATE EASEMENT REVISION

DESIGN: ARO  
CHECKED: ACS  
SCALE: 1"=30'  
DATE: JAN 19, 2023

VDOT  
ANALYSIS

SHEET 36 OF 50  
FILE: 20-30

ADMINISTRATIVE – 9

Authorization to Advertise a Public Hearing to Consider an Ordinance Establishing the Edison Residential Permit Parking District, District 50 (Franconia District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to *Appendix G of The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish the Edison Residential Permit Parking District (RPPD), District 50, to include the west side of Edison Drive from the northern property boundary of 6204 Edison Drive to the southern property boundary of 6228 Edison Drive; and, the east side of Edison Drive from the northern property boundary of 6205 Edison Drive to Woodway Drive.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing for June 24, 2025, at 4:00 p.m., to consider adoption of the proposed amendment to Appendix G to establish the Edison RPPD, District 50.

TIMING:

Board Action is requested on May 13, 2025, to provide sufficient time for advertisement of a public hearing for June 24, 2025, at 4:00 p.m.

BACKGROUND:

*Section 82-5A-4(a) of The Code of the County of Fairfax, Virginia*, authorizes the Board to establish and/or expand an RPPD encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that at least 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of \$10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Residents of Edison Drive have petitioned for the establishment of a new District, to be known as Edison RPPD, due to a high number of student vehicles parked on the

Board Agenda Item  
May 13, 2025

residential street during school hours. Staff have verified that the petitioning blocks are within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of Edison High School and thus qualify for establishment of the RPPD. Staff have also verified that all other requirements to establish the RPPD discussed above have been met.

EQUITY IMPACT:

The project area is located within a low vulnerability index. Approximately 13% of residents in this Census tract are in low-income occupations, and approximately 9% of the residents speak English less than well. Generally, the establishment of residential parking restrictions to prohibit non-resident vehicles during restriction hours supports Fairfax One Focus Area 12, a healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations by reducing the number of vehicles traveling on the street, leading to fewer vehicle emissions in the affected residential environment. However, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:

Funding of approximately \$1,125 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Amendment to the Fairfax County Code

Attachment 2: Map Depicting Proposed Limits of Edison RPPD, District 50

STAFF:

Jennifer Miller, Deputy County Executive

Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)

Lisa Witt, Chief, Administrative Services, FCDOT

Mena Nakhla, Equity Manager, FCDOT

Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Henri Stein McCartney, Sr. Transportation Planner, FCDOT

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA

Appendix G

Amend *The Code of the County of Fairfax, Virginia*, by adding the following:

G-50 Edison Residential Permit Parking District.

(a) *Purpose and Intent.* The Edison Residential Permit Parking District is established to protect this residential area from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.

(b) *District Designation.*

- (1) The Edison Residential Permit Parking District is designated as Residential Permit Parking District 50, for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Edison Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

*Edison Drive (Route 973):*

From the northern property boundary of 6204 Edison Drive to the southern property boundary of 6228 Edison Drive, west side; and from the northern property boundary of 6205 Edison Drive to Woodway Drive, east side.

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Within the Edison Residential Permit Parking District, parking is prohibited Monday- Friday, 8:00 am-3:30 pm, except as permitted by the provisions of Article 5A of Chapter 82.
- (3) One (1) transferable visitor pass per address shall be issued in the name of a bona fide resident of said address within the District.
- (4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.
- (5) All permits and visitor passes for the Edison Residential Permit Parking District shall expire on June 30, 2026. Thereafter, all permits and visitor passes may be renewed in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

- (d) *Signs.* Signs delineating the Edison Residential Permit Parking District shall indicate the following:

NO PARKING  
8:00 am-3:30 pm  
Monday-Friday  
Except by Permit  
District 50



Fairfax County  
Department of Transportation  
Residential Permit Parking District (RPPD)  
Edison RPPD (50)  
Franconia District





Board Agenda Item  
May 13, 2025

ADMINISTRATIVE – 10

Authorization to Advertise a Public Hearing to Consider an Ordinance Expanding the Culmore Residential Permit Parking District, District 9 (Mason District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to *Appendix G of The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Culmore Residential Permit Parking District (RPPD), District 9, to include the east side of Beachway Drive from Blair Road to the westernmost property boundary of 6110 Beachway Drive.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing for June 24, 2025, at 4:00 p.m., to expand the Culmore RPPD, District 9.

TIMING:

Board action is requested on May 13, 2025, to provide sufficient time for advertisement of a public hearing scheduled for June 24, 2025, at 4:00 p.m.

BACKGROUND:

*Section 82-5A-4(b) of the Fairfax County Code* authorizes the Board to establish and/or expand a RPPD in any residential area of the County if: (1) the Board receives a petition requesting establishment or expansion of a RPPD that contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block of the proposed District, (2) the proposed District contains a minimum of 100 contiguous or nearly contiguous on-street parking spaces 20 linear feet in length per space, unless the subject area is to be added to an existing district, (3) 75 percent of the land abutting each block within the proposed District is developed residential, and (4) 75 percent of the total number of on-street parking spaces of the petitioning blocks are occupied, and at least 50 percent of those occupied spaces are occupied by nonresidents of the petitioning blocks, as authenticated by a peak-demand survey. In addition, an application fee of \$10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Board Agenda Item  
May 13, 2025

On July 26, 2024, a peak parking demand survey was conducted for the requested area. The results of this survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioned block faces were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioned blocks. All other requirements to expand the RPPD have been met.

EQUITY IMPACT:

The project area is located within a high vulnerability index. Nearly 29% of residents in this Census tract are in low-income occupations, and approximately 44% of the residents have low educational attainment. Generally, the establishment of residential parking restrictions to prohibit non-resident vehicles during restriction hours supports Fairfax One Focus Area 12, a healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations by reducing the number of vehicles traveling on the street, leading to fewer vehicle emissions in the affected residential environment. However, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:

Funding of approximately \$850 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Amendment to the Fairfax County Code  
Attachment 2: Map Depicting Proposed Limits of RPPD Expansion

STAFF:

Jennifer Miller, Deputy County Executive  
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)  
Lisa Witt, Chief, Administrative Services, FCDOT  
Mena Nakhla, Equity Manager, FCDOT  
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT  
Neil Freschman, Chief, Traffic Engineering Section, FCDOT  
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

Board Agenda Item  
May 13, 2025

ASSIGNED COUNSEL:  
Patrick Foltz, Assistant County Attorney

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA  
APPENDIX G

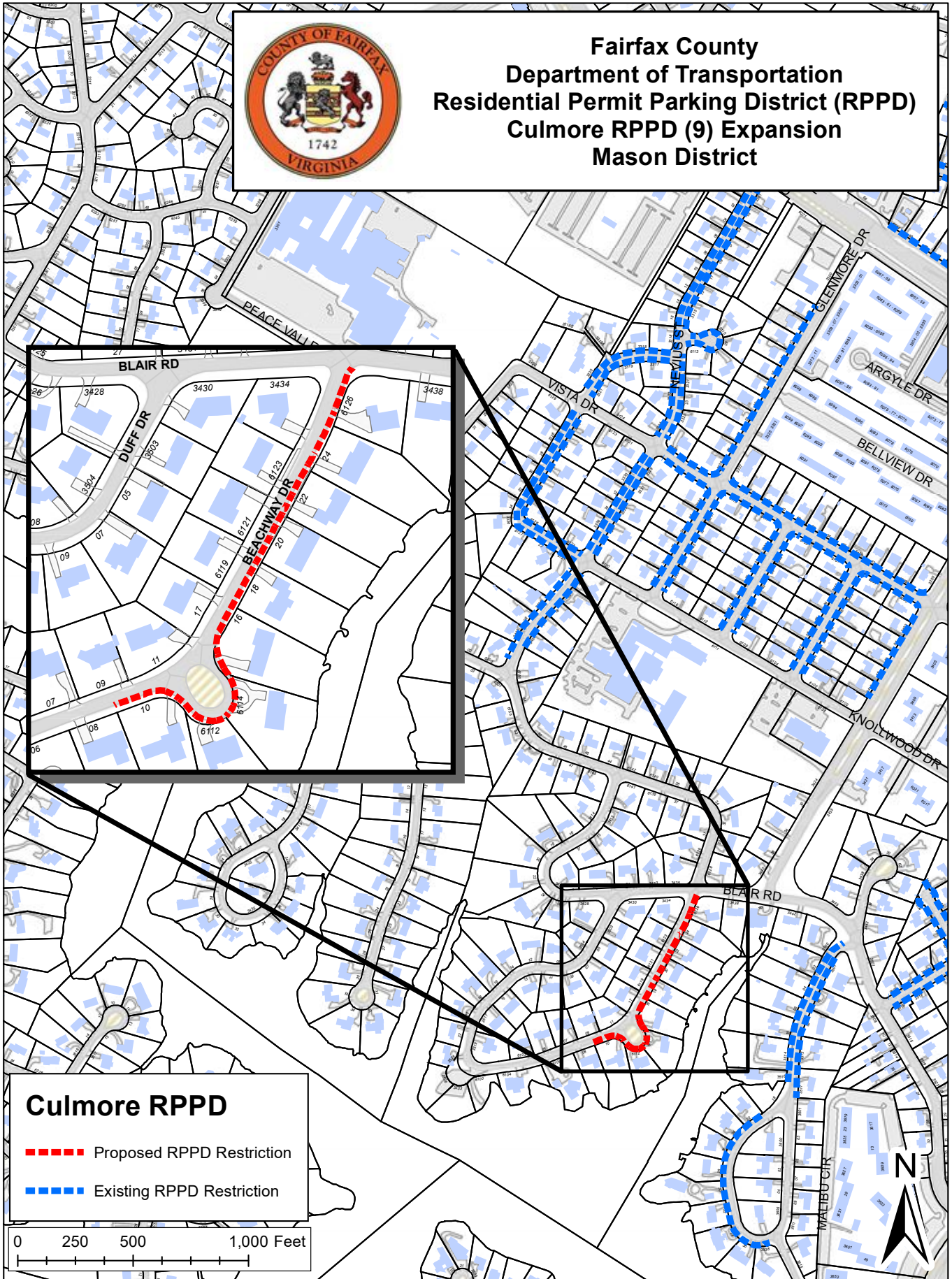
Amend *The Code of the County of Fairfax, Virginia*, by modifying the following streets in Appendix G-9, Section (b)(2), Culmore Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

*Beachway Drive (Route 1886):*

East side, from Blair Road to the westernmost property boundary of 6110 Beachway Drive.



Fairfax County  
Department of Transportation  
Residential Permit Parking District (RPPD)  
Culmore RPPD (9) Expansion  
Mason District



Board Agenda Item  
May 13, 2025

ADMINISTRATIVE – 11

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Woodside Drive (Dranesville District)

ISSUE:

Board endorsement of Traffic Calming measures as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends that the Board approve a resolution (Attachment 1) endorsing a traffic calming plan for Woodside Drive (Attachment 2) consisting of the following:

- One Speed Hump on Woodside Drive (Dranesville District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measure(s) as soon as possible.

TIMING:

Board action is requested on May 13, 2025, to allow the proposed measure(s) to be installed as soon as possible.

BACKGROUND:

As part of RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners or civic association. Traffic calming employs the use of physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, or median islands to reduce the speed of traffic on a residential street. Staff performs engineering studies documenting the attainment of qualifying criteria. Staff works with the local Supervisor's office and community to determine the viability of the requested traffic calming measure to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted for approval to the residents within the ballot area in the adjacent community.



Board Agenda Item  
May 13, 2025

On March 31, 2025, FCDOT received verification from the Dranesville District Supervisor's office confirming community support for the Woodside Drive traffic calming plan.

EQUITY IMPACT:

None.

FISCAL IMPACT:

Funding in the amount of \$25,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:

Attachment 1: Traffic Calming Resolution for Woodside Drive.

Attachment 2: Traffic Calming Plan for Woodside Drive.

STAFF:

Jennifer Miller, Deputy County Executive

Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)

Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT

Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT

Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

## RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)  
TRAFFIC CALMING MEASURES  
WOODSIDE DRIVE  
DRANESVILLE DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, May 13, 2025, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, the residents in the vicinity of Woodside Drive have requested the Dranesville District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Woodside Drive; and

**WHEREAS**, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Woodside Drive indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

**WHEREAS**, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

**WHEREAS**, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

**WHEREAS**, the intended source of funding for the Traffic Calming Plan is Fairfax County.

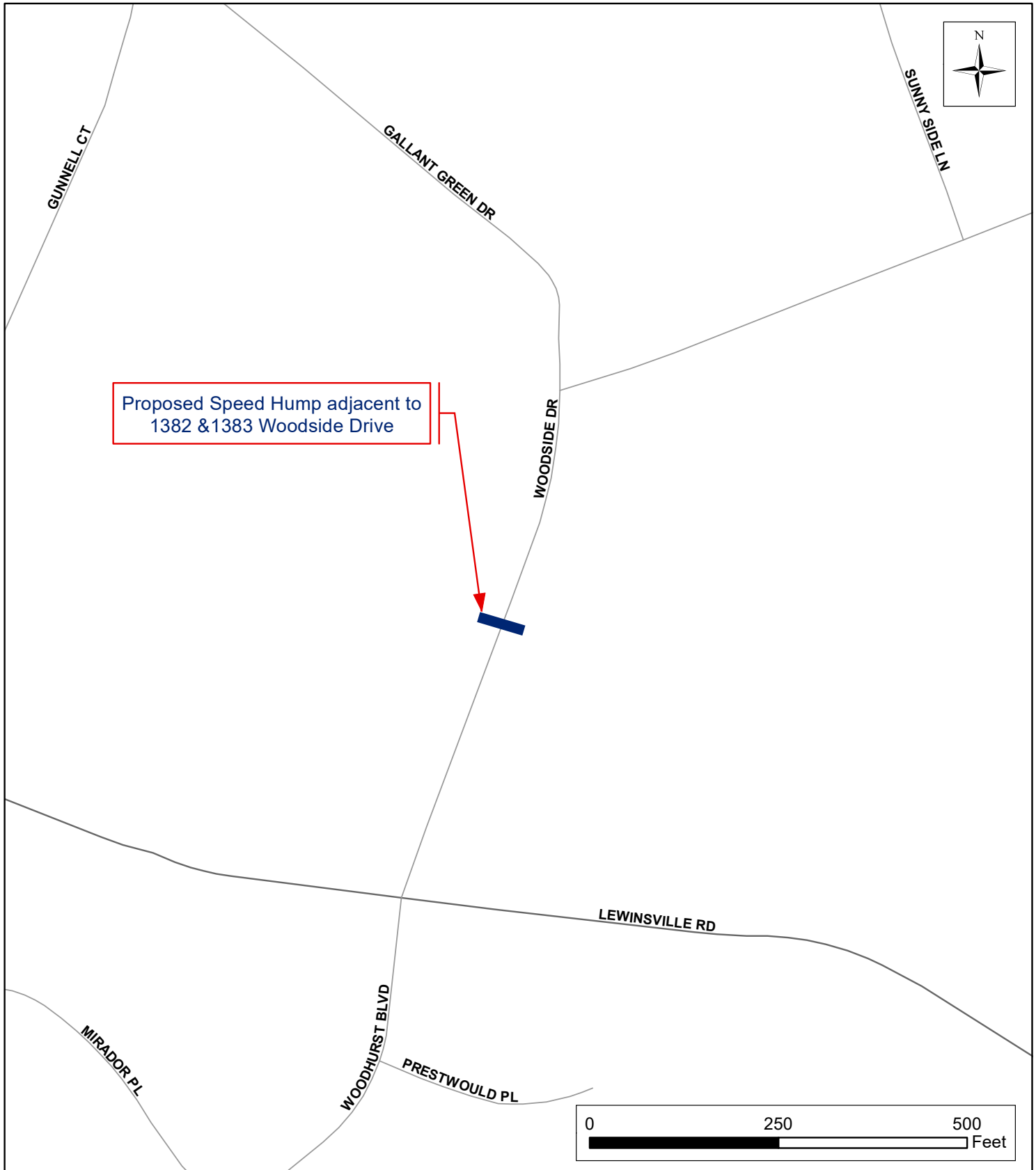
**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Woodside Drive as part of FCDOT's Residential Traffic Administration Program.

**ADOPTED** this 13<sup>th</sup> day of May, 2025.

A Copy Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors



Tax Map:28-2 & 29-1

March 2025

**Fairfax County Department of Transportation  
Residential Traffic Administration Program  
Traffic Calming Plan  
Woodside Drive  
Dranesville District**



Board Agenda Item  
May 13, 2025

ADMINISTRATIVE – 12

Endorsement of the Virginia Department of Transportation Secondary Six-Year Program for Fiscal Years 2026-2031

ISSUE:

Board of Supervisors' (Board) endorsement of the Virginia Department of Transportation (VDOT) Secondary Six-Year Program (SSYP) for Fiscal Years (FY) 2026 - 2031.

RECOMMENDATION:

The County Executive recommends that the Board endorse, and authorize the Director of the Fairfax County Department of Transportation to sign, the attached SSYP for FY 2026 - 2031 (Attachment 1). The County Executive also recommends that the Board approve the attached resolution (Attachment 2), in accordance with the Code of Virginia.

TIMING:

Board action is requested on May 13, 2025, so that endorsement of the plan can be provided to VDOT, per *Section 33.2-331 of the Code of Virginia*.

BACKGROUND:

*Section 33.2-331 of the Code of Virginia* provides that the governing body of each county may, jointly with VDOT, prepare a six-year plan for improvements to the secondary state highway system in that county. As roadway funding in Virginia is now largely allocated through the Commonwealth's Smart Scale and State of Good Repair programs, the secondary road fund has been shrinking and only nominal secondary road funds are expected in the future. This year's SSYP allocation for Fairfax County is \$40,877. Table 1 below shows the funding levels for the County, starting from the FY 2003 – 2008 program through the current (FY 2026 – 2031) program.

The Commonwealth Transportation Board (CTB) is expected to approve the SSYP (FY 2026 – 2031) in June 2024. The FY 2026 – 2031 SSYP for the County was prepared by VDOT and is an update of the previous program, which the Board endorsed on June 11, 2024. Section 33.2-331 requires a public hearing on the SSYP when a new funding allocation is greater than \$100,000. As this update is below that threshold, Board endorsement of the SSYP is considered sufficient.

**Table 1. Secondary Program Comparison**

2005-2010	\$113,686,186	2016-2021	\$33,275
2006-2011	\$131,445,086	2017-2022	\$36,860
2007-2012	\$78,270,291	2018-2023	\$41,750
2008-2013	\$119,121,972	2019-2024	\$43,073
2009-2014	\$10,994,320	2020-2025	\$43,600
2010-2015	\$1,443,761	2021-2026	\$43,393
2011-2016	\$11,798	2022-2027	\$46,822
2012-2017	\$19,591	2023-2028	\$54,199
2013-2018	\$11,382	2024-2029	\$39,778
2014-2019	\$25,680	2025-2030	\$38,600
2015-2020	\$51,480	2026-2031	\$40,877

**EQUITY IMPACT:**

Transportation projects in Fairfax County are generally aligned with the One Fairfax focus area promoting a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of the County and provides accessible mobility solutions. Additionally, community input is often gathered through public hearings and meetings.

**FISCAL IMPACT:**

There is no impact to the General Fund. As individual projects are constructed, the County may send VDOT any related funds that have been collected for a particular project by the County through proffers, construction escrows, and/or other local funds.

**ENCLOSED DOCUMENTS:**

Attachment 1: Secondary Six-Year Program for FY 2026 - 2031

Attachment 2: Secondary Six-Year Program Endorsement Resolution

**STAFF:**

Jennifer Miller, Deputy County Executive

Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)

Noelle Dominguez, Chief, Coordination and Funding Division (CFD), FCDOT

Ray Johnson, Chief, Funding Section, CFD, FCDOT

Smitha Chellappa, Senior Transportation Planner, CFD, FCDOT

Secondary System  
Fairfax County  
Construction Program  
Estimated Allocations

Fund	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
CTB Formula - Unpaved State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula Secondary State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Residue Parcels	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP - Bond Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MG Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BR Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
District Grant - Unpaved	\$4,946	\$4,946	\$4,946	\$4,946	\$10,547	\$10,546	\$40,877
Total	\$4,946	\$4,946	\$4,946	\$4,946	\$10,547	\$10,546	\$40,877

Board Approval Date:

\_\_\_\_\_

Residency Administrator

Date

\_\_\_\_\_

County Administrator

Date



## RESOLUTION

ENDORSEMENT RESOLUTION  
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF  
FAIRFAX, VIRGINIA  
FOR THE ENDORSEMENT OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION  
SECONDARY SIX-YEAR PROGRAM

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, May 13, 2025, at which meeting a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, Section 33.2-331 of the Code of Virginia provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan; and

**WHEREAS**, the Commonwealth Transportation Board (CTB) is expected to approve the Six-Year Plan for Secondary Roads (FY2026 through FY2031) in June 2025.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Fairfax County Virginia, endorses CTB approval of the Secondary Six-Year Plan (FY2026 through FY2031), and authorizes the Director of the Fairfax County Department of Transportation to execute the approved Secondary Six-Year Plan (FY2026 through FY2031).

**ADOPTED** this 13<sup>th</sup> day of May, 2025.

A Copy Teste:

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Jill G. Cooper  
Clerk for the Board of Supervisors

ADMINISTRATIVE – 13

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Accotink Creek Tributary at Carrleigh Parkway Stream Restoration Project (Braddock District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Accotink Creek Tributary at Carrleigh Parkway Stream Restoration project (Project) to restore approximately 1,600 linear feet of an unnamed tributary of Accotink Creek (Tax Map Nos. 79-3 & 79-4) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Accotink Creek Tributary at Carrleigh Parkway Stream Restoration	\$1,998,568	\$977,100	\$1,021,468

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On October 2, 2023, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal

Board Agenda Item  
May 13, 2025

Year 2024 SLAF grant solicitation. On January 8, 2024 (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,417,015. This project is scheduled to be completed in October 2025 and will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project is located almost entirely in the Fairfax County Park Authority property of the Accotink Stream Valley Park. The Project's calculated water quality benefits are annual reductions of 43.2 pounds of total phosphorus, 423.6 pounds of total nitrogen, and 169.22 tons of total suspended sediment.

On June 4, 2024, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with vulnerability indices of 2.375 and 2.625. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$1,021,468. Grant funding of \$977,100 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 24-13 – February 28, 2025

Attachment 2 – DEQ Authorization FY2024 SLAF – January 8, 2024

Attachment 3 – Board of Supervisors Memorandum – June 4, 2024

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 24-13**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with,

Fairfax County, Virginia (SLAF # 24-13)

among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

## **ARTICLE II**

### **SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.



### **ARTICLE III SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning November 1, 2019 and ending November 30, 2025.

### **ARTICLE IV COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$977,100.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department,

subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

## **ARTICLE VII** **GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway, Suite 449  
Fairfax, Virginia 22035  
Attn: Deniz Callahan, Engineer IV -AND- Morgan Perpall, Project Manager II  
deniz.callahan@fairfaxcounty.gov -AND- morgan.perpall@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

Fairfax County, Virginia (SLAF # 24-13)

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

### **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

### **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

#### **DEPARTMENT OF ENVIRONMENTAL QUALITY**

Digitally signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2025.02.27 08:47:35 -05'00'

By: xqp92569 Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

#### **FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-13

**Project Description:**

Accotink Creek Tributary at Carrleigh Parkway: The Accotink Creek Trib at Carrleigh Parkway stream restoration project will restore approximately 1,600 linear feet of an unnamed tributary of Accotink Creek using Natural Channel Design. The project is immediately downstream of a previously completed stream restoration project (Accotink Tributary at Oakford Drive) in the headwaters of the Accotink Creek watershed. The project is located between Carrleigh Parkway and Greeley Boulevard and is almost exclusively restricted to the Fairfax County Park Authority property of the Accotink Stream Valley Park. Initially, the restoration work was limited to 1,000 linear feet. The need for continued maintenance access while also limiting the impact of construction access required an additional 600 linear feet to be added through a bid alternate process, allowing for the total stream restoration of 1,600 linear feet.

Fairfax County, Virginia (SLAF #24-13)



**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-13

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Accotink Creek Tributary at Carrleigh Parkway	\$522,300.00	\$488,000.00	50.00%	\$244,000.00
<b>Sub-Total</b>	<b>\$522,300.00</b>	<b>\$488,000.00</b>		<b>\$244,000.00</b>
<b>Construction</b>				
Accotink Creek Tributary at Carrleigh Parkway	\$1,395,900.00	\$1,395,900.00	50.00%	\$697,950.00
<b>Sub-Total</b>	<b>\$1,395,900.00</b>	<b>\$1,395,900.00</b>		<b>\$697,950.00</b>
<b>Other</b>				
Accotink Creek Tributary at Carrleigh Parkway				
Legal/Administration	\$2,200.00	\$2,200.00	50.00%	\$1,100.00
Utilities/Printing	\$8,368.26	\$8,100.00	50.00%	\$4,050.00
Construction Contingencies	\$69,800.00	\$60,000.00	50.00%	\$30,000.00
<b>Sub-Total</b>	<b>\$80,368.26</b>	<b>\$70,300.00</b>		<b>\$35,150.00</b>
<b>TOTALS</b>	<b>\$1,998,568.26</b>	<b>\$1,954,200.00</b>		<b>\$977,100.00</b>

Fairfax County, Virginia (SLAF #24-13)

**EXHIBIT C****PROJECT SCHEDULE**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-13

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Accotink Creek Tributary at Carrleigh Parkway	Start Planning	November 2019
	Complete Planning	August 2024
	Start Construction	September 2024
	Complete Construction	October 2025

Fairfax County, Virginia (SLAF #24-13)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	
<b>October – December 2025</b>	
<b>January – March 2026</b>	\$977,100.00
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**  
(To be on Grantee's Letterhead)

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Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 24-13  
Accotink Creek Tributary at Carrleigh Parkway

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee) Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #24-13)

CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-13

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #24-13)

**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 24-13 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Accotink Creek Tributary at Carrleigh Parkway	\$522,300.00	\$488,000.00	\$244,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$244,000.00
<b>Sub-Total</b>	\$522,300.00	\$488,000.00	\$244,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$244,000.00
<b>Construction</b>								
Accotink Creek Tributary at Carrleigh Parkway	\$1,395,900.00	\$1,395,900.00	\$697,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$697,950.00
<b>Sub-Total</b>	\$1,395,900.00	\$1,395,900.00	\$697,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$697,950.00
<b>Other</b>								
Accotink Creek Tributary at Carrleigh Parkway								
Legal/Administration	\$2,200.00	\$2,200.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,100.00
Utilities/Printing	\$8,368.26	\$8,100.00	\$4,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,050.00
Construction Contingencies	\$69,800.00	\$60,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
<b>Sub-Total</b>	\$80,368.26	\$70,300.00	\$35,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,150.00
<b>Totals</b>	<b>\$1,998,568.26</b>	<b>\$1,954,200.00</b>	<b>\$977,100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$977,100.00</b>

<b>Total Grant Amount:</b>	<u>\$977,100.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$977,100.00</u>

Fairfax County, Virginia (SLAF #24-13)

**EXHIBIT E****DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**


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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-13

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset Fairfax County, Virginia (SLAF #24-13)



is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director *MSR*  
**THROUGH:** James Golden, Director of Central Operations *JG*  
 Scott Morris, Water Division Director *SM*  
**FROM:** Karen Doran, CWFAP Program Manager  
**DATE:** January 8, 2024  
**SUBJECT:** Authorization of FY 2024 SLAF Project Funding List

Purpose

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of SLAF is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved guidelines for the implementation of the SLAF program in 2013 with those guidelines revised by the Board in December 2016 and most recently June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Currently 332 projects have been authorized, totaling approximately \$182 million. A ninth solicitation for SLAF applications was conducted for FY 2024 and the applications received have been evaluated in accordance with the approved guidelines. This memorandum provides the results of the evaluation and staff recommendations for approval.

Applications Received

On August 1, 2023, staff solicited SLAF applications from all local governments in the Commonwealth. October 2, 2023 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 15 localities for 28 stormwater projects and one nutrient credit purchase totaling \$34,988,207.

*MSR*

### Funding Availability for FY 2024

In FY 2023, no additional SLAF funding was provided to DEQ resulting in approximately \$38 million of unallocated funds existing from previous SLAF appropriations available to be authorized for FY 2024 SLAF projects.

### Application Evaluation

All 28 stormwater projects and one nutrient credit purchase applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$34,988,207, less than the \$38 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated. Staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding since the proposed best management practices are not listed as eligible in the SLAF guidelines.
- One project was determined to be ineligible for funding because it exceeded what is considered a reasonable cost per pound of nutrient removal at over \$76,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Since all eligible projects submitted can be funded within existing budgetary constraints, it is recommended that maximum grant amount of \$5,000,000 be waived for FY 2024 SLAF projects. This suspension would result in three localities, Fairfax, Prince William, and Loudoun Counties, receiving total authorizations of \$8,417,015 (Fairfax) for six projects, \$6,768,473 for two projects (Prince William), and \$5,259,522 (Loudoun) for three projects. It should be noted that these 11 projects account for more than half of the total nutrient reductions for the eligible FY 2024 projects.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

### Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of these projects, the proposed Project Funding List for this ninth round of SLAF funding includes 25 stormwater projects and one nutrient credit purchase in 14 localities totaling \$29,669,206.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.



**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2024 PROJECT FUNDING LIST**

GRANT RECIPIENT	PROJECT NAME	POINT TOTAL	GRANT AMOUNT
Fairfax County	Long Branch North at Arlington Boulevard	510	\$2,446,800
Fairfax County	Difficult Run Tributary at Government Center	424	\$1,146,200
Fairfax County	Accotink Creek Tributary at Carrleigh Parkway	406	\$977,100
Fairfax County	Old Courthouse Spring Branch Phase II	378	\$1,224,200
Fairfax County	Coon Branch at Annandale Park	310	\$1,795,500
Fairfax County	Little Pimmit Run Tributary at Woodland Terrace	292	\$827,215
Fairfax County Total			\$8,417,015
Prince William County	Powell's Creek Phase 2 and Lacrosse Tributary	310	\$3,646,073
Prince William County	Middle Dewey Creek Phase I	301	\$3,122,400
Prince William County Total			\$6,768,473
Loudoun County	Horsepen Run Stream Restoration	445	\$3,904,760
Loudoun County	Stormwater Facility JC77 Retrofit	360	\$780,684
Loudoun County	Conklin Park Constructed Wetland	328	\$574,078
Loudoun County Total			\$5,259,522
City of Virginia Beach	Bayville Lake Water Quality Improvement Project	403	\$930,000
City of Virginia Beach	Oceana Gardens Constructed Wetlands	213	\$1,308,750
City of Virginia Beach Total			\$2,238,750
City of Winchester	Jim Barnett Park Stream Restoration Project	458	\$1,370,058
Roanoke County	Restoration of Wolf Creek Phase 2	415	\$607,212
Roanoke County	Restoration of a Tributary to Mudlick Creek	389	\$531,425
Roanoke County Total			\$1,138,637
City of Colonial Heights	City of Colonial Heights TMDL Reduction	483	\$931,275
City of Staunton	Gypsy Hill Park Stream Restoration	370	\$913,534
City of Fairfax	Van Dyck Park Outfall Restoration	435	\$362,720
City of Fairfax	Providence Park Outfall Restoration	378	\$186,017
City of Fairfax	Traveler Street Outfall Restoration	362	\$137,902
City of Fairfax Total			\$686,639
York County	Celestial Way Stream Restoration Project	432	\$555,717
Hanover County	Beechwood Drive Outfall Restoration Plan	389	\$460,184
City of Hampton	Pembroke Pond Retrofit	387	\$396,975
City of Petersburg	Extension of Shirley Ave Stream Restoration	403	\$321,164
City of Lexington	Woods Creek Park Stormwater BMP	237	\$211,263
<b>TOTAL FUNDED</b>			<b>\$29,669,206</b>

Authorized by:

☒ Action approved as recommended *MSK*

☐ Action not approved as recommended

*[Signature]* 1/12/23  
Michael S. Rolband  
Director, DEQ



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** June 4, 2024

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 15, 2023. On January 8, 2024, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2024. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900.00. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Coon Branch at Annandale Park (Mason District)	\$3,590,300	\$1,795,500
Difficult Run Tributary at Government Center (Braddock District)	\$2,980,400	\$1,146,200
Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400	\$1,224,200
Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500	\$977,100
Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400	\$827,215
Long Branch North at Arlington Boulevard and Robin Ridge Court (Providence District)	\$5,048,400	\$2,446,800
<b>Total</b>	<b>\$21,107,400</b>	<b>\$8,417,015</b>

In accordance with SLAF Guidelines, the project funding list was drafted by DEQ to provide the greatest financial and environmental benefit to as many communities as possible. The maximum grant amount of \$5 million per jurisdiction may be adjusted at the discretion of the DEQ Director. Based on available funding and received applications, DEQ waived the maximum grant amount per jurisdiction and authorized funds for all six County applications.

**Office of the County Executive**  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors

Department of Environmental Quality Clean Water Financing and Assistance Program Grant

Funding Approval

Page 2 of 2

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The Fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$48 million in matching SLAF grant funds for 38 projects totaling over 15 miles of stream restoration. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively, in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachments: September 15, 2023, Memo to the County Executive  
DEQ Authorization of FY 2024 SLAF Project Funding List

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Eleanor Ku Codding, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
Joni Calmbacher, Division Director, DPWES, Stormwater Planning Division



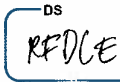



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 09/15/2023

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive 

**FROM:** Christopher Herrington, Director  
Department of Public Works and Environmental Services 

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County (County) stream restoration projects with a total estimated cost of \$21,107,400. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000, unless adjusted by the DEQ Director.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$38,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2022, are eligible for funding. Section E of the applications includes placeholder values for phosphorus and nitrogen reductions that will be updated once the revised laboratory analyses are received, likely the last week of September 2023. The revised analyses were required due to updates to the SLAF Program Guidelines. Applications must be submitted electronically no later than Monday, October 2, 2023, through the myDEQ Portal or emailed to [cwfap@deq.virginia.gov](mailto:cwfap@deq.virginia.gov).

The County proposes submitting the following six stream restorations:

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**Department of Public Works and Environmental Services****Director's Office**

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)

Board of Supervisors

Department of Environmental Quality Clean Water Financing and Assistance Program

Page 2 of 3

<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Coon Branch at Annandale Park (Mason District)	\$3,590,300
2. Difficult Run Tributary at Fairfax County Government Center (Braddock District)	\$2,980,400
3. Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400
4. Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500
5. Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400
6. Long Branch North at Arlington Blvd & Robin Ridge Court (Providence District)	\$5,048,400
<b>Total</b>	<b>\$21,107,400</b>

Since SLAF's inception in 2014, the County has successfully secured \$39,000,000 in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them by September 27, 2023, to Craig Carinci, Director, Department of Public Works and Environmental Services, Stormwater Planning Division. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci at 703-324-5500.

Approved:

DocuSigned by:  
  
 5CF669274C2440E...  
 Bryan J. Hill  
 County Executive

09/19/2023

Date

Attachments: Cover Letter to Ms. Doran and six SLAF Grant Applications

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program  
Page 3 of 3

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division

*Commonwealth of Virginia**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY*

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

January 16, 2024

Craig Carinci, Director, Stormwater Planning  
Fairfax County  
[craig.carinci@fairfaxcounty.gov](mailto:craig.carinci@fairfaxcounty.gov)

Re: Stormwater Local Assistance Fund (SLAF)  
Fairfax County

Congratulations,

I am pleased to inform you that DEQ has authorized SLAF matching grant funds for your community for the project(s) and amounts shown below. This authorization is contingent upon compliance with all program requirements. Actual grant award will not occur until after your receipt of construction bids and DEQ's approval of a final project budget based on those bids.

***If program requirements have not been met and a grant agreement has not been executed by 6/30/2026, the funds authorization for the project(s) listed below will expire.*** My staff will be in contact with you in the near future to set up a meeting to discuss the next steps and schedule for moving forward with your project(s).

- SLAF Grant # 24-12 Old Courthouse Spring Branch Phase II at Ashgrove Historic Park – \$1,224,200
- SLAF Grant # 24-13 Accotink Creek Tributary at Carrleigh Parkway – \$977,100
- SLAF Grant # 24-14 Coon Branch at Annandale Park – \$1,795,500
- SLAF Grant # 24-15 Difficult Run Tributary at Government Center – \$1,146,200
- SLAF Grant # 24-16 Long Branch North at Arlington Boulevard and Robin Ridge Court – \$2,446,800
- SLAF Grant # 24-17 Little Pimmit Run Tributary at Woodland Terrace – \$827,215

Please do not hesitate to contact me at (804) 836-5912 if you have any questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Karen M. Doran".

Karen M. Doran, Manager  
Clean Water Financing and Assistance Program

cc: Wynn K. Prusaczyk – Regional Project Manager  
Darian C. Morgan - Regional Project Officer

ADMINISTRATIVE – 14

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Difficult Run Tributary at Government Center Stream Restoration Project (Braddock District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Difficult Run Tributary at Government Center Stream Restoration project (Project) to restore approximately 1,562 linear feet of an unnamed tributary in the Difficult Run watershed (Tax Map Nos. 56-1 & 56-2) using Natural Channel Design, and also includes the dredging of two amenity ponds.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Difficult Run Tributary at Government Center Stream Restoration	\$2,605,311	\$1,146,200	\$1,459,111

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Board Agenda Item  
May 13, 2025

On October 2, 2023, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal Year 2024 SLAF grant solicitation. On January 8, 2024, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,417,015. This Project was completed on January 30, 2025, and helped to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project is located north of the Fairfax County Government Center building and parking lot. The Project's calculated water quality benefits are annual reductions of 172.3 pounds of total phosphorus, 621.3 pounds of total nitrogen, and 240.67 tons of total suspended sediment.

On June 4, 2024, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 2.375. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$1,459,111. Grant funding of \$1,146,200 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 24-15 – February 12, 2025

Attachment 2 – DEQ Authorization FY2024 SLAF – January 8, 2024

Attachment 3 – Board of Supervisors Memorandum – June 4, 2024

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney



**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 24-15**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I  
DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the

Fairfax County, Virginia (SLAF #24-15)

definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

Fairfax County, Virginia (SLAF #24-15)

**ARTICLE II**  
**SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

**ARTICLE III**  
**SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning September 1, 2019 and ending February 1, 2025.

**ARTICLE IV**  
**COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$1,146,200.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Fairfax County, Virginia (SLAF #24-15)

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

Fairfax County, Virginia (SLAF #24-15)

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

Fairfax County, Virginia (SLAF #24-15)

**ARTICLE VII**  
**GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.



7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway Suite 449  
Fairfax, Virginia 22035  
Attn: Paul Reynolds, Branch Chief  
paul.reynolds@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

## **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

## **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

### **DEPARTMENT OF ENVIRONMENTAL QUALITY**

Fairfax County, Virginia (SLAF #24-15)

Digitally signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2025.02.08 10:29:49 -05'00'

By: \_\_\_\_\_ Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

---

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-15

**Project Description:**

Difficult Run Tributary at Government Center: The Difficult Run at Government Center stream restoration project restores approximately 1,562 linear feet of an unnamed tributary in the Difficult Run watershed using Natural Channel Design also includes the dredging of two amenity ponds. Restoration objectives include stream bed and bank stabilization, public safety, infrastructure protection, water quality improvement, aquatic and riparian habitat enhancement, and floodplain reconnection. The project will provide a stable cross section dimension, pattern, and profile for the stream; utilize instream rock and wood structures to provide stability and enhance habitat and restore a native riparian buffer. The project will maintain channel capacity, provide long-term stability, and reduce sediment and nutrient loads conveyed downstream.

Fairfax County, Virginia (SLAF #24-15)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-15

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Difficult Run Tributary at Government Center	\$409,800.00	\$409,800.00	50.00%	\$204,900.00
<b>Sub-Total</b>	\$409,800.00	\$409,800.00		\$204,900.00
<b>Construction</b>				
Difficult Run Tributary at Government Center	\$1,637,511.00	\$1,339,500.00	50.00%	\$669,750.00
<b>Sub-Total</b>	\$1,637,511.00	\$1,339,500.00		\$669,750.00
<b>Other</b>				
Difficult Run Tributary at Government Center				
Project Inspection Fees	\$432,100.00	\$432,100.00	50.00%	\$216,050.00
Permitting, Utilities, Printing	\$44,100.00	\$44,100.00	50.00%	\$22,050.00
Construction Contingencies	\$81,800.00	\$66,900.00	50.00%	\$33,450.00
<b>Sub-Total</b>	\$558,000.00	\$543,100.00		\$271,550.00
<b>TOTALS</b>	<b>\$2,605,311.00</b>	<b>\$2,292,400.00</b>		<b>\$1,146,200.00</b>

Fairfax County, Virginia (SLAF #24-15)

**EXHIBIT C****PROJECT SCHEDULE**

---

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-15

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Difficult Run Tributary at Government Center	Start Planning	September 2019
	Complete Planning	May 2023
	Start Construction	June 2023
	Complete Construction	January 2025

Fairfax County, Virginia (SLAF #24-15)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	\$1,146,200.00
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**

(To be on Grantee's Letterhead)

---

Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 24-15  
Difficult Run Tributary at Government Center

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee)      Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #24-15)



CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-15

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #24-15)

**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 24-15 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Difficult Run Tributary at Government Center	\$409,800.00	\$409,800.00	\$204,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204,900.00
<b>Sub-Total</b>	\$409,800.00	\$409,800.00	\$204,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204,900.00
<b>Construction</b>								
Difficult Run Tributary at Government Center	\$1,637,511.00	\$1,339,500.00	\$669,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$669,750.00
<b>Sub-Total</b>	\$1,637,511.00	\$1,339,500.00	\$669,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$669,750.00
<b>Other</b>								
Difficult Run Tributary at Government Center								
Project Inspection Fees	\$432,100.00	\$432,100.00	\$216,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$216,050.00
Permitting, Utilities, Printing	\$44,100.00	\$44,100.00	\$22,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,050.00
Construction Contingencies	\$81,800.00	\$66,900.00	\$33,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,450.00
<b>Sub-Total</b>	\$558,000.00	\$543,100.00	\$271,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$271,550.00
<b>Totals</b>	<b>\$2,605,311.00</b>	<b>\$2,292,400.00</b>	<b>\$1,146,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,146,200.00</b>

<b>Total Grant Amount:</b>	<u>\$1,146,200.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$1,146,200.00</u>

Fairfax County, Virginia (SLAF #24-15)

## EXHIBIT E

**DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-15

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset Fairfax County, Virginia (SLAF #24-15)

is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director *MSR*  
**THROUGH:** James Golden, Director of Central Operations *JG*  
 Scott Morris, Water Division Director *SM*  
**FROM:** Karen Doran, CWFAP Program Manager  
**DATE:** January 8, 2024  
**SUBJECT:** Authorization of FY 2024 SLAF Project Funding List

**Purpose**

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of SLAF is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved guidelines for the implementation of the SLAF program in 2013 with those guidelines revised by the Board in December 2016 and most recently June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Currently 332 projects have been authorized, totaling approximately \$182 million. A ninth solicitation for SLAF applications was conducted for FY 2024 and the applications received have been evaluated in accordance with the approved guidelines. This memorandum provides the results of the evaluation and staff recommendations for approval.

**Applications Received**

On August 1, 2023, staff solicited SLAF applications from all local governments in the Commonwealth. October 2, 2023 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 15 localities for 28 stormwater projects and one nutrient credit purchase totaling \$34,988,207.

*MSR*

### Funding Availability for FY 2024

In FY 2023, no additional SLAF funding was provided to DEQ resulting in approximately \$38 million of unallocated funds existing from previous SLAF appropriations available to be authorized for FY 2024 SLAF projects.

### Application Evaluation

All 28 stormwater projects and one nutrient credit purchase applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$34,988,207, less than the \$38 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated. Staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding since the proposed best management practices are not listed as eligible in the SLAF guidelines.
- One project was determined to be ineligible for funding because it exceeded what is considered a reasonable cost per pound of nutrient removal at over \$76,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Since all eligible projects submitted can be funded within existing budgetary constraints, it is recommended that maximum grant amount of \$5,000,000 be waived for FY 2024 SLAF projects. This suspension would result in three localities, Fairfax, Prince William, and Loudoun Counties, receiving total authorizations of \$8,417,015 (Fairfax) for six projects, \$6,768,473 for two projects (Prince William), and \$5,259,522 (Loudoun) for three projects. It should be noted that these 11 projects account for more than half of the total nutrient reductions for the eligible FY 2024 projects.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

### Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of these projects, the proposed Project Funding List for this ninth round of SLAF funding includes 25 stormwater projects and one nutrient credit purchase in 14 localities totaling \$29,669,206.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.





**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2024 PROJECT FUNDING LIST**

GRANT RECIPIENT	PROJECT NAME	POINT TOTAL	GRANT AMOUNT
Fairfax County	Long Branch North at Arlington Boulevard	510	\$2,446,800
Fairfax County	Difficult Run Tributary at Government Center	424	\$1,146,200
Fairfax County	Accotink Creek Tributary at Carrleigh Parkway	406	\$977,100
Fairfax County	Old Courthouse Spring Branch Phase II	378	\$1,224,200
Fairfax County	Coon Branch at Annandale Park	310	\$1,795,500
Fairfax County	Little Pimmit Run Tributary at Woodland Terrace	292	\$827,215
Fairfax County Total			\$8,417,015
Prince William County	Powell's Creek Phase 2 and Lacrosse Tributary	310	\$3,646,073
Prince William County	Middle Dewey Creek Phase I	301	\$3,122,400
Prince William County Total			\$6,768,473
Loudoun County	Horsepen Run Stream Restoration	445	\$3,904,760
Loudoun County	Stormwater Facility JC77 Retrofit	360	\$780,684
Loudoun County	Conklin Park Constructed Wetland	328	\$574,078
Loudoun County Total			\$5,259,522
City of Virginia Beach	Bayville Lake Water Quality Improvement Project	403	\$930,000
City of Virginia Beach	Oceana Gardens Constructed Wetlands	213	\$1,308,750
City of Virginia Beach Total			\$2,238,750
City of Winchester	Jim Barnett Park Stream Restoration Project	458	\$1,370,058
Roanoke County	Restoration of Wolf Creek Phase 2	415	\$607,212
Roanoke County	Restoration of a Tributary to Mudlick Creek	389	\$531,425
Roanoke County Total			\$1,138,637
City of Colonial Heights	City of Colonial Heights TMDL Reduction	483	\$931,275
City of Staunton	Gypsy Hill Park Stream Restoration	370	\$913,534
City of Fairfax	Van Dyck Park Outfall Restoration	435	\$362,720
City of Fairfax	Providence Park Outfall Restoration	378	\$186,017
City of Fairfax	Traveler Street Outfall Restoration	362	\$137,902
City of Fairfax Total			\$686,639
York County	Celestial Way Stream Restoration Project	432	\$555,717
Hanover County	Beechwood Drive Outfall Restoration Plan	389	\$460,184
City of Hampton	Pembroke Pond Retrofit	387	\$396,975
City of Petersburg	Extension of Shirley Ave Stream Restoration	403	\$321,164
City of Lexington	Woods Creek Park Stormwater BMP	237	\$211,263
<b>TOTAL FUNDED</b>			<b>\$29,669,206</b>

Authorized by:

☒ Action approved as recommended *MSR*

☐ Action not approved as recommended

*MSR 1/10/2023*

Michael S. Rolband  
Director, DEQ





## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** June 4, 2024

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 15, 2023. On January 8, 2024, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2024. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900.00. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Coon Branch at Annandale Park (Mason District)	\$3,590,300	\$1,795,500
Difficult Run Tributary at Government Center (Braddock District)	\$2,980,400	\$1,146,200
Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400	\$1,224,200
Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500	\$977,100
Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400	\$827,215
Long Branch North at Arlington Boulevard and Robin Ridge Court (Providence District)	\$5,048,400	\$2,446,800
<b>Total</b>	<b>\$21,107,400</b>	<b>\$8,417,015</b>

In accordance with SLAF Guidelines, the project funding list was drafted by DEQ to provide the greatest financial and environmental benefit to as many communities as possible. The maximum grant amount of \$5 million per jurisdiction may be adjusted at the discretion of the DEQ Director. Based on available funding and received applications, DEQ waived the maximum grant amount per jurisdiction and authorized funds for all six County applications.

**Office of the County Executive**  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The Fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$48 million in matching SLAF grant funds for 38 projects totaling over 15 miles of stream restoration. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively, in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachments: September 15, 2023, Memo to the County Executive  
DEQ Authorization of FY 2024 SLAF Project Funding List

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Eleanor Ku Codding, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
Joni Calmbacher, Division Director, DPWES, Stormwater Planning Division

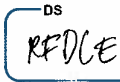



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 09/15/2023

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive 

**FROM:** Christopher Herrington, Director  
Department of Public Works and Environmental Services 

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County (County) stream restoration projects with a total estimated cost of \$21,107,400. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000, unless adjusted by the DEQ Director.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$38,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2022, are eligible for funding. Section E of the applications includes placeholder values for phosphorus and nitrogen reductions that will be updated once the revised laboratory analyses are received, likely the last week of September 2023. The revised analyses were required due to updates to the SLAF Program Guidelines. Applications must be submitted electronically no later than Monday, October 2, 2023, through the myDEQ Portal or emailed to [cwfap@deq.virginia.gov](mailto:cwfap@deq.virginia.gov).

The County proposes submitting the following six stream restorations:

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**Department of Public Works and Environmental Services****Director's Office**

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)

Board of Supervisors

Department of Environmental Quality Clean Water Financing and Assistance Program

Page 2 of 3


<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Coon Branch at Annandale Park (Mason District)	\$3,590,300
2. Difficult Run Tributary at Fairfax County Government Center (Braddock District)	\$2,980,400
3. Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400
4. Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500
5. Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400
6. Long Branch North at Arlington Blvd & Robin Ridge Court (Providence District)	\$5,048,400
<b>Total</b>	<b>\$21,107,400</b>

Since SLAF's inception in 2014, the County has successfully secured \$39,000,000 in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them by September 27, 2023, to Craig Carinci, Director, Department of Public Works and Environmental Services, Stormwater Planning Division. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci at 703-324-5500.

Approved:

DocuSigned by:  
  
 5CF669274C2440E  
 Bryan J. Hill  
 County Executive

09/19/2023

Date

Attachments: Cover Letter to Ms. Doran and six SLAF Grant Applications

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program  
Page 3 of 3

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division

*Commonwealth of Virginia**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY*

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

January 16, 2024

Craig Carinci, Director, Stormwater Planning  
Fairfax County  
[craig.carinci@fairfaxcounty.gov](mailto:craig.carinci@fairfaxcounty.gov)

Re: Stormwater Local Assistance Fund (SLAF)  
Fairfax County

Congratulations,

I am pleased to inform you that DEQ has authorized SLAF matching grant funds for your community for the project(s) and amounts shown below. This authorization is contingent upon compliance with all program requirements. Actual grant award will not occur until after your receipt of construction bids and DEQ's approval of a final project budget based on those bids.

***If program requirements have not been met and a grant agreement has not been executed by 6/30/2026, the funds authorization for the project(s) listed below will expire.*** My staff will be in contact with you in the near future to set up a meeting to discuss the next steps and schedule for moving forward with your project(s).

- SLAF Grant # 24-12 Old Courthouse Spring Branch Phase II at Ashgrove Historic Park – \$1,224,200
- SLAF Grant # 24-13 Accotink Creek Tributary at Carrleigh Parkway – \$977,100
- SLAF Grant # 24-14 Coon Branch at Annandale Park – \$1,795,500
- SLAF Grant # 24-15 Difficult Run Tributary at Government Center – \$1,146,200
- SLAF Grant # 24-16 Long Branch North at Arlington Boulevard and Robin Ridge Court – \$2,446,800
- SLAF Grant # 24-17 Little Pimmit Run Tributary at Woodland Terrace – \$827,215

Please do not hesitate to contact me at (804) 836-5912 if you have any questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Karen M. Doran".

Karen M. Doran, Manager  
Clean Water Financing and Assistance Program

cc: Wynn K. Prusaczyk – Regional Project Manager  
Darian C. Morgan - Regional Project Officer

ADMINISTRATIVE – 15

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Dogue Creek Tributary at Greendale Golf Course Stream Restoration Project (Franconia District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Dogue Creek Tributary at Greendale Golf Course Stream Restoration project (Project) to restore approximately 1,939 linear feet in the Dogue Creek watershed (Tax Map Nos. 82-3 & 92-1) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Dogue Creek Tributary at Greendale Golf Course Stream Restoration	\$3,643,854	\$1,821,900	\$1,821,954

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On October 3, 2022, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal



Board Agenda Item  
May 13, 2025

Year 2023 SLAF grant solicitation. On January 20, 2023, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,413,900. Construction on this project is scheduled to begin in November 2025 and will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project is located in Franconia District in the Fairfax County Park Authority's Greendale Golf Course. Approximately 210 acres of urbanized development drain to the project site, which terminates at a wet pond stormwater facility (WP0123). The Project's calculated water quality benefits are annual reductions of 83.3 pounds of total phosphorus, 517.7 pounds of total nitrogen, and 340.8 tons of total suspended sediment.

On March 1, 2023, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 2.0. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$1,821,954. Grant funding of \$1,821,900 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 23-23 – February 25, 2025

Attachment 2 – DEQ Authorization FY2023 SLAF – January 20, 2023

Attachment 3 – Board of Supervisors Memorandum – March 1, 2023

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 23-23**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with,

Fairfax County, Virginia (SLAF # 23-23)

among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

## **ARTICLE II**

### **SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

**ARTICLE III**  
**SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning November 1, 2016 and ending April 30, 2027.

**ARTICLE IV**  
**COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$1,821,900.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department,

subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

## **ARTICLE VII** **GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.



7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway, Suite 449  
Fairfax, Virginia 22035  
Attn: Luis Teran, Project Manager  
Luis.Teran@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

Fairfax County, Virginia (SLAF # 23-23)

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

## **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

## **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

### **DEPARTMENT OF ENVIRONMENTAL QUALITY**

Digitally signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2025.02.22 17:44:52 -05'00'

By: xqp92569 Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

### **FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-23

**Project Description:**

Dogue Creek Tributary at Greendale Golf Course: The Dogue Creek Tributary at Greendale Golf Course stream restoration project will restore approximately 1,939 linear feet in the Dogue Creek watershed using Natural Channel Design. Stream restoration work will terminate at a wet pond stormwater facility (WP0123). Scope of work also includes dredging of WP0123 to restore capacity and provide water quality benefits. To ensure the project can be maintained by Fairfax County, the project is located wholly within the Fairfax County Park Authority (FCPA) Greendale Golf Course. Approximately 210 acres of urbanized development drain to the project site, 26% of which is impervious.

Fairfax County, Virginia (SLAF #23-23)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-23

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Dogue Creek Tributary at Greendale Golf Course	\$601,500.00	\$601,500.00	50.00%	\$300,750.00
<b>Sub-Total</b>	\$601,500.00	\$601,500.00		\$300,750.00
<b>Construction</b>				
Dogue Creek Tributary at Greendale Golf Course	\$2,326,954.00	\$2,326,954.00	50.00%	\$1,163,477.00
<b>Sub-Total</b>	\$2,326,954.00	\$2,326,954.00		\$1,163,477.00
<b>Other</b>				
Dogue Creek Tributary at Greendale Golf Course				
Legal/Administration	\$6,500.00	\$6,500.00	50.00%	\$3,250.00
Land, Right-of Way	\$12,200.00	\$12,200.00	50.00%	\$6,100.00
Project Inspection Fees	\$519,200.00	\$519,200.00	50.00%	\$259,600.00
Utility Designation, Test Pits	\$61,100.00	\$61,100.00	50.00%	\$30,550.00
Construction Contingencies	\$116,400.00	\$116,346.00	50.00%	\$58,173.00
<b>Sub-Total</b>	\$715,400.00	\$715,346.00		\$357,673.00
<b>TOTALS</b>	<b>\$3,643,854.00</b>	<b>\$3,643,800.00</b>		<b>\$1,821,900.00</b>

Fairfax County, Virginia (SLAF #23-23)

**EXHIBIT C****PROJECT SCHEDULE**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-23

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Dogue Creek Tributary at Greendale Golf Course	Start Planning	November 2016
	Complete Planning	October 2025
	Start Construction	November 2025
	Complete Construction	April 2027

Fairfax County, Virginia (SLAF #23-23)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	\$1,821,900.00
<b>October – December 2027</b>	

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**  
(To be on Grantee's Letterhead)

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Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 23-23  
Dogue Creek Tributary at Greendale Golf Course

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee)      Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #23-23)

CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-23

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #23-23)



**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

REQUISITION # \_\_\_\_\_

Grantee: Fairfax County

SLAF Grant No.: 23-23 CERTIFYING SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Dogue Creek Tributary at Greendale Golf Course	\$601,500.00	\$601,500.00	\$300,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,750.00
<b>Sub-Total</b>	<b>\$601,500.00</b>	<b>\$601,500.00</b>	<b>\$300,750.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$300,750.00</b>
<b>Construction</b>								
Dogue Creek Tributary at Greendale Golf Course	\$2,326,954.00	\$2,326,954.00	\$1,163,477.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,163,477.00
<b>Sub-Total</b>	<b>\$2,326,954.00</b>	<b>\$2,326,954.00</b>	<b>\$1,163,477.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,163,477.00</b>
<b>Other</b>								
Dogue Creek Tributary at Greendale Golf Course								
Legal/Administration	\$6,500.00	\$6,500.00	\$3,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,250.00
Land, Right-of Way	\$12,200.00	\$12,200.00	\$6,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,100.00
Project Inspection Fees	\$519,200.00	\$519,200.00	\$259,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$259,600.00
Utility Designation, Test Pits	\$61,100.00	\$61,100.00	\$30,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,550.00
Construction Contingencies	\$116,400.00	\$116,346.00	\$58,173.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,173.00
<b>Sub-Total</b>	<b>\$715,400.00</b>	<b>\$715,346.00</b>	<b>\$357,673.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$357,673.00</b>
<b>Totals</b>	<b>\$3,643,854.00</b>	<b>\$3,643,800.00</b>	<b>\$1,821,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,821,900.00</b>

Total Grant Amount:	<u>\$1,821,900.00</u>
Previous Disbursements:	<u>\$0.00</u>
This Request:	<u>\$0.00</u>
Grant Proceeds Remaining:	<u>\$1,821,900.00</u>

Fairfax County, Virginia (SLAF #23-23)

**EXHIBIT E****DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**


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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-23

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset Fairfax County, Virginia (SLAF #23-23)

is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

***VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY***

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218



(800) 592-5482 FAX (804) 698-4178

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director   
**FROM:** Scott Morris, Water Division Director   
**DATE:** January 20, 2023  
**SUBJECT:** Authorization of FY 2023 SLAF Project Funding List

**Purpose**

In order to reduce pollution from stormwater runoff, the Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of the Fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved Guidelines for the implementation of the SLAF program in 2013 with those Guidelines revised by the Board in December 2016 and most recently June 2022. The Guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Through seven rounds of SLAF funding, 290 projects have been authorized totaling approximately \$147 million. An eighth solicitation for SLAF applications was recently conducted for FY 2023 and the applications received have been evaluated in accordance with the approved Guidelines. This memorandum informs you of the results of the evaluation process and the staff recommendations for the authorization of projects to be included in the FY 2023 Project Funding List.

**Applications Received**

On August 1, 2022, staff solicited SLAF applications from all local governments in the Commonwealth. October 3, 2022 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 25 localities for 41 stormwater projects and six nutrient credit projects totaling \$37,644,469.



Funding Availability for FY 2023

In FY 2022, \$25 million in SLAF funding was provided to DEQ. Additionally, approximately \$50 million of unallocated funds exist from previous SLAF appropriations. As such approximately \$75 million is available to be authorized for FY 2023 SLAF projects.

Application Evaluation

All 41 stormwater projects and six nutrient credit applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$37,644,469, less than the \$75 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated with site visits. As a result of those visits and additional evaluation, staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding because the projects had already received SLAF grants.
- Two projects were determined to be ineligible for funding due to inadequate readiness to proceed. One of these projects did not supply the required information for stream restoration projects, while the other did not supply an articulated concept for an eligible best management practice.
- One project was determined to be ineligible for funding since it was not an eligible best management practice.
- One project was determined to be ineligible for funding because it exceeded what was considered a reasonable cost per pound of nutrient removal at over \$97,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Due to the amount of available funding exceeding the amount of requests, the program is recommending to suspend the locality maximum in FY 2023. This suspension would result in one locality, Fairfax County, receiving a total authorization of \$7,736,000 funding six projects. It should be noted that these six projects rank in the top twenty on the Project Funding List and account for just under one quarter of nutrients removed by the full list.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

  
AAM

**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2023 PROJECT FUNDING LIST**

<b>GRANT RECIPIENT</b>	<b>PROJECT NAME</b>	<b>POINT TOTAL</b>	<b>GRANT AMOUNT</b>
Abermarle County	Biscuit Run Stream Restoration Phase 1	522	\$859,635
City of Harrisonburg	Virginia Mennonite Retirement Center Constructed Wetland	500	\$1,007,325
City of Petersburg	Shirley Avenue Stream Restoration	497	\$825,311
Fairfax County	Popes Head Tributary at Havenner Road Stream Restoration	489	\$1,711,250
Fairfax County	Colvin Run Stream Restoration Phase II at Lake Fairfax Park	487	\$2,240,950
City of Norfolk	Riverside Memorial Cemetery Shoreline Restoration	483	\$840,000
Town of Dumfries	Quantico Creek Stream Restoration Phase II	474	\$376,257
Town of Bridgewater	Oakdale Park Wet Pond	471	\$243,700
Fauquier County	Fauquier County Nutrient Credit Purchase (Rappahannock Watershed)	466	\$43,500
City of Manassas	Liberia House Stream Restoration	466	\$1,299,345
City of Virginia Beach	Chatham Hall Water Quality Improvement Project	460	\$1,701,750
City of Waynesboro	Loth Springs Natural Area	458	\$1,045,803
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed)	457	\$50,000
Fairfax County	Rocky Branch Tributary Stream Restoration at Ashlawn Park	457	\$896,900
City of Manassas	Round Elementary Stream Restoration	451	\$1,503,522
City of Virginia Beach	Kemps Lake Water Quality Improvement Project	451	\$7,260,000
City of Colonial Heights	City of Colonial Heights TMDL Reduction	443	\$311,625
City of Winchester	Jim Barnett Park Outfall and Gully Stabilization Projects	442	\$221,417
City of Staunton	Cole Avenue Stream Restoration	440	\$727,800
Fairfax County	Cameron Run Tributary Stream Restoration at La Vista Drive	440	\$871,850
Fairfax County	Rocky Run Tributary Stream Restoration at Dulles Access Road	439	\$871,050
Loudoun County	Loudoun County FY22 Nutrient Credit Purchase	438	\$148,500
Fairfax County	Dogue Creek Tributary Stream Restoration at Greendale Golf Course	433	\$1,821,900
Loudoun County	Ashburn Lake Pond Enhancement	428	\$2,130,446
City of Norfolk	Walters Drive Shoreline Restoration	428	\$225,000
City of Fairfax	Stormwater Non-Point Source Nutrient Credits Purchase	425	\$300,000
Hanover County	Rutland Pond (T-40) Enhancement	417	\$256,557
Arlington County	Sparrow Pond Constructed Wetland Retrofit	416	\$917,286
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed FY23)	415	\$70,000
Loudoun County	Rostormel Court Outfall Restoration	410	\$319,147
City of Charlottesville	Riverview Park Stormwater Outfall Restoration	410	\$90,989
Henrico County	Three Lakes Park Stream Restoration Project	406	\$1,121,935
City of Hampton	Mill Point Living Shoreline	406	\$1,575,017
Henrico County	Ridgefield Parkway BMP and Stream Restoration Project	400	\$168,130
City of Charlottesville	Kenwood Circle Bioretention Retrofit	393	\$169,053
City of Virginia Beach	Laurel Cove Water Quality Improvements	390	\$256,950
Loudoun County	Conklin Park Stream Restoration	387	\$1,408,185
Town of Ashland	Stony Run Stream Restoration	383	\$234,588
Henrico County	Reynolds Community College Stream Restoration Project	379	\$360,455
City of Chesapeake	Etheridge Manor Blvd Hydrodynamic Separator	355	\$136,559
Town of Ashland	Maple Street Dry Swale	326	\$133,700
<b>TOTAL FUNDED</b>			<b>\$36,753,383</b>



Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of projects, the proposed Project Funding List for this eighth round of SLAF funding includes 35 stormwater projects and six nutrient credit purchases in 22 localities totaling \$36,753,383.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

X Action approved  
as recommended

 1/25/23

Michael S. Rolband  
Director, DEQ



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** March 1, 2023

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 27, 2022. On January 20, 2023, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2023. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Popes Head at Havenner Rd (Springfield District)	\$3,422,500	\$1,711,250
Colvin Run at Lake Fairfax Park (Hunter Mill District)	\$4,481,900	\$2,240,950
Rocky Branch Trib at Ashlawn Park (Providence District)	\$1,793,800	\$896,900
Rocky Run Trib at Dulles Access Rd (Dranesville District)	\$1,742,100	\$871,050
Dogue Creek Trib at Greendale Golf Course (Franconia District)	\$3,643,800	\$1,821,900
Cameron Run at LaVista (Franconia District)	\$1,743,700	\$871,850
<b>Total</b>	<b>\$16,827,800</b>	<b>\$8,413,900</b>

The grant guidelines had a \$5 million cap on funds per jurisdiction; however, based on available funding and received applications, DEQ authorized funds of more than the stated cap to the County. These six projects rank in the top 20 of DEQ's project funding list and account for just under one quarter of nutrients removed from the full list.

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)



Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$40 million in matching SLAF grant funds for 32 projects. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors' (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachment: September 27, 2022, Memo to the Board

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services



# County of Fairfax, Virginia

## MEMORANDUM

**DATE:** Sept. 27, 2022

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill *[Signature]*  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

In order to reduce non-point source pollution from stormwater runoff, the Virginia General Assembly included Item 360 in Chapter 860 of the Acts of Assembly (the Commonwealth's 2013-2014 Budget) which set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF). The purpose of the fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Department of Environmental Quality (DEQ) has advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is available. The minimum grant amount per local government is \$50,000 and the maximum grant amount per local government is \$5,000,000.

Applications are being solicited for stormwater projects including: i) new stormwater best management practices; ii) stormwater best management practice retrofits; iii) stream restoration; iv) low impact development projects; v) buffer restorations; vi) pond retrofits; and vii) wetlands restoration. Only projects which started construction on or after August 1, 2021, will be considered eligible for funding.

The state will review applications and rank them in accordance with their priority ranking criteria. Based on that ranking process, the DEQ Director will authorize a project funding list and issue Letters of Commitment to all recipients on the authorized project funding list so that they may proceed with their projects with the certainty of a funding commitment.

Fairfax County has submitted applications for SLAF grant funding to DEQ for the following six stream restoration projects. These projects have either already started construction or are scheduled to begin construction in FY 2023 or 2024, as funding allows:

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**Office of the County Executive**  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
 Department of Environmental Quality Clean Water Financing and Assistance Program  
 Page 2 of 2

<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Rocky Branch Tributary at Ashlawn Park (Providence District)	\$1,793,800
2. Popes Head Creek Tributary at Havenner Road (Springfield District)	\$3,422,500
3. Colvin Run Phase II at Lake Fairfax Park (Hunter Mill District)	\$4,481,900
4. Dogue Creek Tributary at Greendale Golf Course (Franconia District)	\$3,643,800
5. Cameron Run Tributary at La Vista Drive (Franconia District)	\$1,743,700
6. Rocky Run Tributary at Dulles Access Road (Dranesville District)	\$1,742,100
<b>Total</b>	<b>\$16,827,800</b>

The maximum assistance that could be provided through SLAF grants for these five projects is \$5,000,000.

cc: Rachel Flynn, Deputy County Executive  
 Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
 Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
 Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ms. Karen Doran, CWFAP Program Director  
Virginia Department of Environmental Quality  
1111 East Main Street, Suite 1400  
P.O. Box 1105  
Richmond, VA 23219

Reference: Stormwater Local Assistance Fund Grant, Department of Environmental Quality  
Application and Solicitation Package from Fairfax County

Dear Ms. Doran:

This is a response to Department of Environmental Quality's (DEQ) recent announcement of the Stormwater Local Assistance Fund (SLAF) grant.

We are providing SLAF applications that contain information and request funding assistance for the following six stream restoration projects. The projects are listed in our preferred priority for consideration.

1. Rocky Branch Tributary at Ashlawn Park
2. Popes Head Creek Tributary at Havenner Road
3. Colvin Run Phase II at Lake Fairfax Park
4. Dogue Creek Tributary at Greendale Golf Course
5. Cameron Run Tributary at La Vista Drive
6. Rocky Run Tributary at Dulles Access Road

These projects either started construction after August 1, 2021, or will begin construction in fiscal year 2023 or 2024 as funding is available. We understand the maximum award per jurisdiction is \$5,000,000; however, based on communication with your office, we have submitted applications with a total that exceeds this amount.

If you have any questions or need additional assistance, please contact Craig Carinci, Director Stormwater Planning Division at 703-324-5500.

Sincerely,

  
Bryan J. Hill  
County Executive

---

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Karen Doran  
Stormwater Local Assistance Fund Grant, Department of Environmental Quality Application and  
Solicitation Package from Fairfax County  
Page 2 of 2

Enclosure: SLAF Applications

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental  
Services (DPWES)  
Eleanor Ku Coddling, Deputy Director, DPWES Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 9/19/2022

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive

**FROM:** Christopher Herrington, Director *CSA*  
Department of Public Works and Environmental Services

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County stream restoration projects with a total estimated cost of \$16,827,800. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2021, are eligible for funding. Applications must be postmarked by Monday, October 3, 2022.

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Department of Public Works and Environmental Services

Director's Office

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)



Bryan J. Hill  
Department of Environmental Quality, Clean Water Financing and Assistance Program  
Page 2 of 2

Thank you for your previous support of this program. Since SLAF's inception in 2014, the County has successfully secured \$31 million in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them to Craig Carinci, Director, Stormwater Planning Division, Department of Public Works and Environmental Services. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci, at 703-324-5500.

Approved:

  
Bryan J. Hill  
County Executive

9/27/2022  
Date

Attachments: SLAF Applications and Cover Letter to Ms. Doran

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division

ADMINISTRATIVE – 16

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Cameron Run Tributary at La Vista Drive Stream Restoration Project (Franconia District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Cameron Run Tributary at La Vista Drive Stream Restoration project (Project) to restore approximately 900 linear feet of stream in the Cameron Run watershed (Tax Map No. 82-1) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Cameron Run Tributary at La Vista Drive Stream Restoration.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Cameron Run Tributary at La Vista Drive Stream Restoration	\$1,743,724	\$871,850	\$871,874

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.



Board Agenda Item  
May 13, 2025

On October 3, 2022, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal Year 2023 SLAF grant solicitation. On January 20, 2023 (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,413,900. The Project was completed on September 9, 2022, and helped to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project is located in Franconia District in the Cameron Run watershed. The Project was constructed on homeowners' association properties. The Project was initiated after an emergency stabilization project was completed in 2017 immediately upstream of the project due to severe erosion compromising sanitary sewer pipes; following the emergency wastewater work, a field evaluation in October 2017 found approximately 100 linear feet of exposed sanitary sewer pipe throughout the stream valley. The Project's calculated water quality benefits are annual reductions of 36 pounds of total phosphorus, 250 pounds of total nitrogen, and 52.1 tons of total suspended sediment.

On March 1, 2023, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 2.375. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$871,874. Grant funding of \$871,850 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

Board Agenda Item  
May 13, 2025

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 23-20 – February 24, 2025

Attachment 2 – DEQ Authorization FY2023 SLAF – January 20, 2023

Attachment 3 – Board of Supervisors Memorandum – March 1, 2023

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 23-20**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the

Fairfax County, Virginia (SLAF # 23-20)

definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

Fairfax County, Virginia (SLAF # 23-20)

**ARTICLE II**  
**SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

**ARTICLE III**  
**SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement.

**ARTICLE IV**  
**COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$871,850.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Fairfax County, Virginia (SLAF # 23-20)

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

Fairfax County, Virginia (SLAF # 23-20)

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will

Fairfax County, Virginia (SLAF # 23-20)

be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.



**ARTICLE VII**  
**GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway Suite 449  
Fairfax, Virginia 22035  
Attn: Paul Reynolds, Branch Chief  
Paul.reynolds@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

7.13. Termination. The Agreement shall terminate upon final reimbursement to the Grantee.

## **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

## **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

Fairfax County, Virginia (SLAF # 23-20)

WITNESS the following signatures, all duly authorized.

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

Digitally signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2025.02.18 09:15:53 -05'00'

By: \_\_\_\_\_ Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-20

**Project Description:**

The Cameron Run Tributary at La Vista Drive stream restoration project restores approximately 900 linear feet of stream in the Cameron Run watershed using Natural Channel Design. The project is located on homeowners' association properties between La Vista Drive and Clouds Mill Drive in Alexandria, Virginia. To ensure the project can be maintained by Fairfax County, it is wholly within storm drainage and floodplain easements. Approximately 122 acres of urbanized development drain to the project site, 27% of which is impervious.

Fairfax County, Virginia (SLAF #23-20)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-20

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Cameron Run Tributary at La Vista Drive	\$380,400.00	\$380,400.00	50.00%	\$190,200.00
<b>Sub-Total</b>	\$380,400.00	\$380,400.00		\$190,200.00
<b>Construction</b>				
Cameron Run Tributary at La Vista Drive	\$1,097,524.00	\$1,097,524.00	50.00%	\$548,762.00
<b>Sub-Total</b>	\$1,097,524.00	\$1,097,524.00		\$548,762.00
<b>Other</b>				
Cameron Run Tributary at La Vista Drive				
Land, Right-of-Way	\$3,400.00	\$3,400.00	50.00%	\$1,700.00
Project Inspection Fees	\$196,800.00	\$196,800.00	50.00%	\$98,400.00
Utilities, Permits, Test Pits, Relocation Costs	\$9,700.00	\$9,700.00	50.00%	\$4,850.00
Construction Contingencies	\$54,900.00	\$54,876.00	50.00%	\$27,438.00
Legal/Admin	\$1,000.00	\$1,000.00	50.00%	\$500.00
<b>Sub-Total</b>	\$265,800.00	\$265,776.00		\$132,888.00
<b>TOTALS</b>	<b>\$1,743,724.00</b>	<b>\$1,743,700.00</b>		<b>\$871,850.00</b>

Fairfax County, Virginia (SLAF #23-20)

**EXHIBIT C****PROJECT SCHEDULE**

---

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-20

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Popes Head Tributary at Havenner Road	Start Planning	March 2019
	Complete Planning	January 2022
	Start Construction	February 2022
	Complete Construction	September 2022

Fairfax County, Virginia (SLAF #23-20)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	\$871,850.00
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**

(To be on Grantee's Letterhead)

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Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 23-20  
Cameron Run Tributary at La Vista Drive Stream Restoration

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee) Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #23-20)



CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-20

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #23-20)

**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 23-20 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Cameron Run Tributary at La Vista Drive	\$380,400.00	\$380,400.00	\$190,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190,200.00
<b>Sub-Total</b>	\$380,400.00	\$380,400.00	\$190,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190,200.00
<b>Construction</b>								
Cameron Run Tributary at La Vista Drive	\$1,097,524.00	\$1,097,524.00	\$548,762.00	\$0.00	\$0.00	\$0.00	\$0.00	\$548,762.00
<b>Sub-Total</b>	\$1,097,524.00	\$1,097,524.00	\$548,762.00	\$0.00	\$0.00	\$0.00	\$0.00	\$548,762.00
<b>Other</b>								
Cameron Run Tributary at La Vista Drive								
Land Right-of-Way	\$3,400.00	\$3,400.00	\$1,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,700.00
Project Inspection Fees	\$196,800.00	\$196,800.00	\$98,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$98,400.00
Utilities, Permits, Test Pits, Relocation Costs	\$9,700.00	\$9,700.00	\$4,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,850.00
Construction Contingencies	\$54,900.00	\$54,876.00	\$27,438.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,438.00
Legal/Admin	\$1,000.00	\$1,000.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
<b>Sub-Total</b>	\$265,800.00	\$265,776.00	\$132,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132,888.00
<b>Totals</b>	<b>\$1,743,724.00</b>	<b>\$1,743,700.00</b>	<b>\$871,850.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$871,850.00</b>

<b>Total Grant Amount:</b>	<u>\$871,850.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$871,850.00</u>

Fairfax County, Virginia (SLAF #23-20)

**EXHIBIT E****DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**


---

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-20

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset  
Fairfax County, Virginia (SLAF #23-20)

is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

***VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY***

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218



(800) 592-5482 FAX (804) 698-4178

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director   
**FROM:** Scott Morris, Water Division Director   
**DATE:** January 20, 2023  
**SUBJECT:** Authorization of FY 2023 SLAF Project Funding List

**Purpose**

In order to reduce pollution from stormwater runoff, the Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of the Fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved Guidelines for the implementation of the SLAF program in 2013 with those Guidelines revised by the Board in December 2016 and most recently June 2022. The Guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Through seven rounds of SLAF funding, 290 projects have been authorized totaling approximately \$147 million. An eighth solicitation for SLAF applications was recently conducted for FY 2023 and the applications received have been evaluated in accordance with the approved Guidelines. This memorandum informs you of the results of the evaluation process and the staff recommendations for the authorization of projects to be included in the FY 2023 Project Funding List.

**Applications Received**

On August 1, 2022, staff solicited SLAF applications from all local governments in the Commonwealth. October 3, 2022 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 25 localities for 41 stormwater projects and six nutrient credit projects totaling \$37,644,469.



Funding Availability for FY 2023

In FY 2022, \$25 million in SLAF funding was provided to DEQ. Additionally, approximately \$50 million of unallocated funds exist from previous SLAF appropriations. As such approximately \$75 million is available to be authorized for FY 2023 SLAF projects.

Application Evaluation

All 41 stormwater projects and six nutrient credit applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$37,644,469, less than the \$75 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated with site visits. As a result of those visits and additional evaluation, staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding because the projects had already received SLAF grants.
- Two projects were determined to be ineligible for funding due to inadequate readiness to proceed. One of these projects did not supply the required information for stream restoration projects, while the other did not supply an articulated concept for an eligible best management practice.
- One project was determined to be ineligible for funding since it was not an eligible best management practice.
- One project was determined to be ineligible for funding because it exceeded what was considered a reasonable cost per pound of nutrient removal at over \$97,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Due to the amount of available funding exceeding the amount of requests, the program is recommending to suspend the locality maximum in FY 2023. This suspension would result in one locality, Fairfax County, receiving a total authorization of \$7,736,000 funding six projects. It should be noted that these six projects rank in the top twenty on the Project Funding List and account for just under one quarter of nutrients removed by the full list.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

  
AAM

**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2023 PROJECT FUNDING LIST**

<b>GRANT RECIPIENT</b>	<b>PROJECT NAME</b>	<b>POINT TOTAL</b>	<b>GRANT AMOUNT</b>
Abermarle County	Biscuit Run Stream Restoration Phase 1	522	\$859,635
City of Harrisonburg	Virginia Mennonite Retirement Center Constructed Wetland	500	\$1,007,325
City of Petersburg	Shirley Avenue Stream Restoration	497	\$825,311
Fairfax County	Popes Head Tributary at Havenner Road Stream Restoration	489	\$1,711,250
Fairfax County	Colvin Run Stream Restoration Phase II at Lake Fairfax Park	487	\$2,240,950
City of Norfolk	Riverside Memorial Cemetery Shoreline Restoration	483	\$840,000
Town of Dumfries	Quantico Creek Stream Restoration Phase II	474	\$376,257
Town of Bridgewater	Oakdale Park Wet Pond	471	\$243,700
Fauquier County	Fauquier County Nutrient Credit Purchase (Rappahannock Watershed)	466	\$43,500
City of Manassas	Liberia House Stream Restoration	466	\$1,299,345
City of Virginia Beach	Chatham Hall Water Quality Improvement Project	460	\$1,701,750
City of Waynesboro	Loth Springs Natural Area	458	\$1,045,803
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed)	457	\$50,000
Fairfax County	Rocky Branch Tributary Stream Restoration at Ashlawn Park	457	\$896,900
City of Manassas	Round Elementary Stream Restoration	451	\$1,503,522
City of Virginia Beach	Kemps Lake Water Quality Improvement Project	451	\$7,260,000
City of Colonial Heights	City of Colonial Heights TMDL Reduction	443	\$311,625
City of Winchester	Jim Barnett Park Outfall and Gully Stabilization Projects	442	\$221,417
City of Staunton	Cole Avenue Stream Restoration	440	\$727,800
Fairfax County	Cameron Run Tributary Stream Restoration at La Vista Drive	440	\$871,850
Fairfax County	Rocky Run Tributary Stream Restoration at Dulles Access Road	439	\$871,050
Loudoun County	Loudoun County FY22 Nutrient Credit Purchase	438	\$148,500
Fairfax County	Dogue Creek Tributary Stream Restoration at Greendale Golf Course	433	\$1,821,900
Loudoun County	Ashburn Lake Pond Enhancement	428	\$2,130,446
City of Norfolk	Walters Drive Shoreline Restoration	428	\$225,000
City of Fairfax	Stormwater Non-Point Source Nutrient Credits Purchase	425	\$300,000
Hanover County	Rutland Pond (T-40) Enhancement	417	\$256,557
Arlington County	Sparrow Pond Constructed Wetland Retrofit	416	\$917,286
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed FY23)	415	\$70,000
Loudoun County	Rostormel Court Outfall Restoration	410	\$319,147
City of Charlottesville	Riverview Park Stormwater Outfall Restoration	410	\$90,989
Henrico County	Three Lakes Park Stream Restoration Project	406	\$1,121,935
City of Hampton	Mill Point Living Shoreline	406	\$1,575,017
Henrico County	Ridgefield Parkway BMP and Stream Restoration Project	400	\$168,130
City of Charlottesville	Kenwood Circle Bioretention Retrofit	393	\$169,053
City of Virginia Beach	Laurel Cove Water Quality Improvements	390	\$256,950
Loudoun County	Conklin Park Stream Restoration	387	\$1,408,185
Town of Ashland	Stony Run Stream Restoration	383	\$234,588
Henrico County	Reynolds Community College Stream Restoration Project	379	\$360,455
City of Chesapeake	Etheridge Manor Blvd Hydrodynamic Separator	355	\$136,559
Town of Ashland	Maple Street Dry Swale	326	\$133,700
<b>TOTAL FUNDED</b>			<b>\$36,753,383</b>




Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of projects, the proposed Project Funding List for this eighth round of SLAF funding includes 35 stormwater projects and six nutrient credit purchases in 22 localities totaling \$36,753,383.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

 Action approved  
as recommended

 1/25/23

Michael S. Rolband  
Director, DEQ





## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** March 1, 2023

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 27, 2022. On January 20, 2023, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2023. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Popes Head at Havenner Rd (Springfield District)	\$3,422,500	\$1,711,250
Colvin Run at Lake Fairfax Park (Hunter Mill District)	\$4,481,900	\$2,240,950
Rocky Branch Trib at Ashlawn Park (Providence District)	\$1,793,800	\$896,900
Rocky Run Trib at Dulles Access Rd (Dranesville District)	\$1,742,100	\$871,050
Dogue Creek Trib at Greendale Golf Course (Franconia District)	\$3,643,800	\$1,821,900
Cameron Run at LaVista (Franconia District)	\$1,743,700	\$871,850
<b>Total</b>	<b>\$16,827,800</b>	<b>\$8,413,900</b>

The grant guidelines had a \$5 million cap on funds per jurisdiction; however, based on available funding and received applications, DEQ authorized funds of more than the stated cap to the County. These six projects rank in the top 20 of DEQ's project funding list and account for just under one quarter of nutrients removed from the full list.

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$40 million in matching SLAF grant funds for 32 projects. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors' (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachment: September 27, 2022, Memo to the Board

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services



# County of Fairfax, Virginia

## MEMORANDUM

**DATE:** Sept. 27, 2022

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill *[Signature]*  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

In order to reduce non-point source pollution from stormwater runoff, the Virginia General Assembly included Item 360 in Chapter 860 of the Acts of Assembly (the Commonwealth's 2013-2014 Budget) which set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF). The purpose of the fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Department of Environmental Quality (DEQ) has advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is available. The minimum grant amount per local government is \$50,000 and the maximum grant amount per local government is \$5,000,000.

Applications are being solicited for stormwater projects including: i) new stormwater best management practices; ii) stormwater best management practice retrofits; iii) stream restoration; iv) low impact development projects; v) buffer restorations; vi) pond retrofits; and vii) wetlands restoration. Only projects which started construction on or after August 1, 2021, will be considered eligible for funding.

The state will review applications and rank them in accordance with their priority ranking criteria. Based on that ranking process, the DEQ Director will authorize a project funding list and issue Letters of Commitment to all recipients on the authorized project funding list so that they may proceed with their projects with the certainty of a funding commitment.

Fairfax County has submitted applications for SLAF grant funding to DEQ for the following six stream restoration projects. These projects have either already started construction or are scheduled to begin construction in FY 2023 or 2024, as funding allows:

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**Office of the County Executive**  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
 Department of Environmental Quality Clean Water Financing and Assistance Program  
 Page 2 of 2

<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Rocky Branch Tributary at Ashlawn Park (Providence District)	\$1,793,800
2. Popes Head Creek Tributary at Havenner Road (Springfield District)	\$3,422,500
3. Colvin Run Phase II at Lake Fairfax Park (Hunter Mill District)	\$4,481,900
4. Dogue Creek Tributary at Greendale Golf Course (Franconia District)	\$3,643,800
5. Cameron Run Tributary at La Vista Drive (Franconia District)	\$1,743,700
6. Rocky Run Tributary at Dulles Access Road (Dranesville District)	\$1,742,100
<b>Total</b>	<b>\$16,827,800</b>

The maximum assistance that could be provided through SLAF grants for these five projects is \$5,000,000.

cc: Rachel Flynn, Deputy County Executive  
 Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
 Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
 Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ms. Karen Doran, CWFAP Program Director  
Virginia Department of Environmental Quality  
1111 East Main Street, Suite 1400  
P.O. Box 1105  
Richmond, VA 23219

Reference: Stormwater Local Assistance Fund Grant, Department of Environmental Quality  
Application and Solicitation Package from Fairfax County

Dear Ms. Doran:

This is a response to Department of Environmental Quality's (DEQ) recent announcement of the Stormwater Local Assistance Fund (SLAF) grant.

We are providing SLAF applications that contain information and request funding assistance for the following six stream restoration projects. The projects are listed in our preferred priority for consideration.

1. Rocky Branch Tributary at Ashlawn Park
2. Popes Head Creek Tributary at Havenner Road
3. Colvin Run Phase II at Lake Fairfax Park
4. Dogue Creek Tributary at Greendale Golf Course
5. Cameron Run Tributary at La Vista Drive
6. Rocky Run Tributary at Dulles Access Road

These projects either started construction after August 1, 2021, or will begin construction in fiscal year 2023 or 2024 as funding is available. We understand the maximum award per jurisdiction is \$5,000,000; however, based on communication with your office, we have submitted applications with a total that exceeds this amount.

If you have any questions or need additional assistance, please contact Craig Carinci, Director Stormwater Planning Division at 703-324-5500.

Sincerely,

  
Bryan J. Hill  
County Executive

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Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
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Karen Doran  
Stormwater Local Assistance Fund Grant, Department of Environmental Quality Application and  
Solicitation Package from Fairfax County  
Page 2 of 2

Enclosure: SLAF Applications

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental  
Services (DPWES)  
Eleanor Ku Coddling, Deputy Director, DPWES Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 9/19/2022

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive

**FROM:** Christopher Herrington, Director *CSA*  
Department of Public Works and Environmental Services

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County stream restoration projects with a total estimated cost of \$16,827,800. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2021, are eligible for funding. Applications must be postmarked by Monday, October 3, 2022.

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Department of Public Works and Environmental Services

Director's Office

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)



Bryan J. Hill  
Department of Environmental Quality, Clean Water Financing and Assistance Program  
Page 2 of 2

Thank you for your previous support of this program. Since SLAF's inception in 2014, the County has successfully secured \$31 million in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them to Craig Carinci, Director, Stormwater Planning Division, Department of Public Works and Environmental Services. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci, at 703-324-5500.

Approved:

  
Bryan J. Hill  
County Executive

9/27/2022  
Date

Attachments: SLAF Applications and Cover Letter to Ms. Doran

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division



ADMINISTRATIVE – 17

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Colvin Run Phase II at Lake Fairfax Park Stream Restoration Project (Hunter Mill District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Colvin Run Phase II at Lake Fairfax Park Stream Restoration project (Project) to restore approximately 4,468 linear feet of several unnamed tributaries to Colvin Run in the Difficult Run watershed (Tax Map Nos. 18-1 - 18-3) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Colvin Run Phase II at Lake Fairfax Park Stream Restoration	\$4,510,960	\$2,240,950	\$2,270,010

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Board Agenda Item  
May 13, 2025

On October 3, 2022, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal Year 2023 SLAF grant solicitation. On January 20, 2023 (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,413,900. This project is scheduled to be completed on April 8, 2025, and it will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project is located in Hunter Mill District in the Difficult Run watershed, wholly within Fairfax County Park Authority property. The Project's calculated water quality benefits are annual reductions of 213 pounds of total phosphorus, 814 pounds of total nitrogen, and 73,594 pounds of total suspended sediment.

On March 1, 2023, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 2.0. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$2,270,010. Grant funding of \$2,240,950 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 23-05 – February 27, 2025

Attachment 2 – DEQ Authorization FY2023 SLAF – January 20, 2023

Attachment 3 – Board of Supervisors Memorandum – March 1, 2023

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 23-05**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the

Fairfax County, Virginia (SLAF # 23-05)

definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

Fairfax County, Virginia (SLAF # 23-05)

**ARTICLE II**  
**SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

**ARTICLE III**  
**SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning May 1, 2018 and ending May 1, 2025.

**ARTICLE IV**  
**COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$2,240,950.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Fairfax County, Virginia (SLAF # 23-05)

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

Fairfax County, Virginia (SLAF # 23-05)



6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

Fairfax County, Virginia (SLAF # 23-05)

**ARTICLE VII**  
**GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway Suite 449  
Fairfax, Virginia 22035  
Attn: Justin Pistore, Project Manager  
Justin.pistore@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

## **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

## **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: **Edwards Alvie** Digitally signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2025.02.25 10:10:33 -05'00'  
**xqp92569** Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-05

**Project Description:**

The Colvin Run Phase II at Lake Fairfax Park stream restoration project will restore approximately 4,468 linear feet of several unnamed tributaries to Colvin Run in the Difficult Run watershed using Natural Channel Design. The project is located within Lake Fairfax Park and wholly on Fairfax County Park Authority property. Approximately 256 acres of Residential Estate District zoning drain to the western tributary (Reach 1) and 20 acres to the eastern tributary (Reach 2). Residential Estate District zoning provides for single-family detached dwellings on large lots and allows other uses that are compatible with the open and rural character of the district. The drainage areas for Reach 1 and 2 are 11% and 13% impervious, respectively.

Fairfax County, Virginia (SLAF #23-05)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-05

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Colvin Run Phase II at Lake Fairfax Park	\$975,000.00	\$975,000.00	50.00%	\$487,500.00
<b>Sub-Total</b>	\$975,000.00	\$975,000.00		\$487,500.00
<b>Construction</b>				
Colvin Run Phase II at Lake Fairfax Park	\$2,800,000.00	\$2,800,000.00	50.00%	\$1,400,000.00
<b>Sub-Total</b>	\$2,800,000.00	\$2,800,000.00		\$1,400,000.00
<b>Other</b>				
Colvin Run Phase II at Lake Fairfax Park				
Project Inspection Fees	\$587,000.00	\$587,000.00	50.00%	\$293,500.00
Utilities, Test Pits, Relocation Costs	\$10,100.00	\$10,100.00	50.00%	\$5,050.00
Construction Contingencies	\$138,600.00	\$109,540.00	50.00%	\$54,770.00
Legal/Admin	\$260.00	\$260.00	50.00%	\$130.00
<b>Sub-Total</b>	\$735,960.00	\$706,900.00		\$353,450.00
<b>TOTALS</b>	<b>\$4,510,960.00</b>	<b>\$4,481,900.00</b>		<b>\$2,240,950.00</b>

Fairfax County, Virginia (SLAF #23-05)

**EXHIBIT C****PROJECT SCHEDULE**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-05

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Colvin Run Phase II at Lake Fairfax Park	Start Planning	May 2018
	Complete Planning	June 2023
	Start Construction	July 2023
	Complete Construction	April 2025

Fairfax County, Virginia (SLAF #23-05)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	\$2,240,950.00
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	



**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**

(To be on Grantee's Letterhead)

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Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 23-05  
Colvin Run Phase II at Fairfax Park Stream Restoration

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee) Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #23-05)

CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-05

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #23-05)

**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 23-05 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Colvin Run Phase II at Lake Fairfax Park	\$975,000.00	\$975,000.00	\$487,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$487,500.00
<b>Sub-Total</b>	\$975,000.00	\$975,000.00	\$487,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$487,500.00
<b>Construction</b>								
Colvin Run Phase II at Lake Fairfax Park	\$2,800,000.00	\$2,800,000.00	\$1,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400,000.00
<b>Sub-Total</b>	\$2,800,000.00	\$2,800,000.00	\$1,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400,000.00
<b>Other</b>								
Colvin Run Phase II at Lake Fairfax Park								
Project Inspection Fees	\$587,000.00	\$587,000.00	\$293,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$293,500.00
Utilities, Test Pits, Relocation Costs	\$10,100.00	\$10,100.00	\$5,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,050.00
Construction Contingencies	\$138,600.00	\$109,540.00	\$54,770.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,770.00
Legal/Admin	\$260.00	\$260.00	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130.00
<b>Sub-Total</b>	\$735,960.00	\$706,900.00	\$353,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$353,450.00
<b>Totals</b>	<b>\$4,510,960.00</b>	<b>\$4,481,900.00</b>	<b>\$2,240,950.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,240,950.00</b>

<b>Total Grant Amount:</b>	<u>\$2,240,950.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$2,240,950.00</u>

Fairfax County, Virginia (SLAF #23-05)

**EXHIBIT E****DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**


---

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-05

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset Fairfax County, Virginia (SLAF #23-05)

is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

***VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY***

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218



(800) 592-5482 FAX (804) 698-4178

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director   
**FROM:** Scott Morris, Water Division Director   
**DATE:** January 20, 2023  
**SUBJECT:** Authorization of FY 2023 SLAF Project Funding List

**Purpose**

In order to reduce pollution from stormwater runoff, the Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of the Fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved Guidelines for the implementation of the SLAF program in 2013 with those Guidelines revised by the Board in December 2016 and most recently June 2022. The Guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Through seven rounds of SLAF funding, 290 projects have been authorized totaling approximately \$147 million. An eighth solicitation for SLAF applications was recently conducted for FY 2023 and the applications received have been evaluated in accordance with the approved Guidelines. This memorandum informs you of the results of the evaluation process and the staff recommendations for the authorization of projects to be included in the FY 2023 Project Funding List.

**Applications Received**

On August 1, 2022, staff solicited SLAF applications from all local governments in the Commonwealth. October 3, 2022 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 25 localities for 41 stormwater projects and six nutrient credit projects totaling \$37,644,469.



Funding Availability for FY 2023

In FY 2022, \$25 million in SLAF funding was provided to DEQ. Additionally, approximately \$50 million of unallocated funds exist from previous SLAF appropriations. As such approximately \$75 million is available to be authorized for FY 2023 SLAF projects.

Application Evaluation

All 41 stormwater projects and six nutrient credit applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$37,644,469, less than the \$75 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated with site visits. As a result of those visits and additional evaluation, staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding because the projects had already received SLAF grants.
- Two projects were determined to be ineligible for funding due to inadequate readiness to proceed. One of these projects did not supply the required information for stream restoration projects, while the other did not supply an articulated concept for an eligible best management practice.
- One project was determined to be ineligible for funding since it was not an eligible best management practice.
- One project was determined to be ineligible for funding because it exceeded what was considered a reasonable cost per pound of nutrient removal at over \$97,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Due to the amount of available funding exceeding the amount of requests, the program is recommending to suspend the locality maximum in FY 2023. This suspension would result in one locality, Fairfax County, receiving a total authorization of \$7,736,000 funding six projects. It should be noted that these six projects rank in the top twenty on the Project Funding List and account for just under one quarter of nutrients removed by the full list.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

  
Adu

**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2023 PROJECT FUNDING LIST**

<b>GRANT RECIPIENT</b>	<b>PROJECT NAME</b>	<b>POINT TOTAL</b>	<b>GRANT AMOUNT</b>
Abermarle County	Biscuit Run Stream Restoration Phase 1	522	\$859,635
City of Harrisonburg	Virginia Mennonite Retirement Center Constructed Wetland	500	\$1,007,325
City of Petersburg	Shirley Avenue Stream Restoration	497	\$825,311
Fairfax County	Popes Head Tributary at Havenner Road Stream Restoration	489	\$1,711,250
Fairfax County	Colvin Run Stream Restoration Phase II at Lake Fairfax Park	487	\$2,240,950
City of Norfolk	Riverside Memorial Cemetery Shoreline Restoration	483	\$840,000
Town of Dumfries	Quantico Creek Stream Restoration Phase II	474	\$376,257
Town of Bridgewater	Oakdale Park Wet Pond	471	\$243,700
Fauquier County	Fauquier County Nutrient Credit Purchase (Rappahannock Watershed)	466	\$43,500
City of Manassas	Liberia House Stream Restoration	466	\$1,299,345
City of Virginia Beach	Chatham Hall Water Quality Improvement Project	460	\$1,701,750
City of Waynesboro	Loth Springs Natural Area	458	\$1,045,803
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed)	457	\$50,000
Fairfax County	Rocky Branch Tributary Stream Restoration at Ashlawn Park	457	\$896,900
City of Manassas	Round Elementary Stream Restoration	451	\$1,503,522
City of Virginia Beach	Kemps Lake Water Quality Improvement Project	451	\$7,260,000
City of Colonial Heights	City of Colonial Heights TMDL Reduction	443	\$311,625
City of Winchester	Jim Barnett Park Outfall and Gully Stabilization Projects	442	\$221,417
City of Staunton	Cole Avenue Stream Restoration	440	\$727,800
Fairfax County	Cameron Run Tributary Stream Restoration at La Vista Drive	440	\$871,850
Fairfax County	Rocky Run Tributary Stream Restoration at Dulles Access Road	439	\$871,050
Loudoun County	Loudoun County FY22 Nutrient Credit Purchase	438	\$148,500
Fairfax County	Dogue Creek Tributary Stream Restoration at Greendale Golf Course	433	\$1,821,900
Loudoun County	Ashburn Lake Pond Enhancement	428	\$2,130,446
City of Norfolk	Walters Drive Shoreline Restoration	428	\$225,000
City of Fairfax	Stormwater Non-Point Source Nutrient Credits Purchase	425	\$300,000
Hanover County	Rutland Pond (T-40) Enhancement	417	\$256,557
Arlington County	Sparrow Pond Constructed Wetland Retrofit	416	\$917,286
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed FY23)	415	\$70,000
Loudoun County	Rostormel Court Outfall Restoration	410	\$319,147
City of Charlottesville	Riverview Park Stormwater Outfall Restoration	410	\$90,989
Henrico County	Three Lakes Park Stream Restoration Project	406	\$1,121,935
City of Hampton	Mill Point Living Shoreline	406	\$1,575,017
Henrico County	Ridgefield Parkway BMP and Stream Restoration Project	400	\$168,130
City of Charlottesville	Kenwood Circle Bioretention Retrofit	393	\$169,053
City of Virginia Beach	Laurel Cove Water Quality Improvements	390	\$256,950
Loudoun County	Conklin Park Stream Restoration	387	\$1,408,185
Town of Ashland	Stony Run Stream Restoration	383	\$234,588
Henrico County	Reynolds Community College Stream Restoration Project	379	\$360,455
City of Chesapeake	Etheridge Manor Blvd Hydrodynamic Separator	355	\$136,559
Town of Ashland	Maple Street Dry Swale	326	\$133,700
<b>TOTAL FUNDED</b>			<b>\$36,753,383</b>






Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of projects, the proposed Project Funding List for this eighth round of SLAF funding includes 35 stormwater projects and six nutrient credit purchases in 22 localities totaling \$36,753,383.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

 Action approved  
as recommended

 1/25/23  
\_\_\_\_\_  
Michael S. Rolband  
Director, DEQ



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** March 1, 2023

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 27, 2022. On January 20, 2023, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2023. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Popes Head at Havenner Rd (Springfield District)	\$3,422,500	\$1,711,250
Colvin Run at Lake Fairfax Park (Hunter Mill District)	\$4,481,900	\$2,240,950
Rocky Branch Trib at Ashlawn Park (Providence District)	\$1,793,800	\$896,900
Rocky Run Trib at Dulles Access Rd (Dranesville District)	\$1,742,100	\$871,050
Dogue Creek Trib at Greendale Golf Course (Franconia District)	\$3,643,800	\$1,821,900
Cameron Run at LaVista (Franconia District)	\$1,743,700	\$871,850
<b>Total</b>	<b>\$16,827,800</b>	<b>\$8,413,900</b>

The grant guidelines had a \$5 million cap on funds per jurisdiction; however, based on available funding and received applications, DEQ authorized funds of more than the stated cap to the County. These six projects rank in the top 20 of DEQ's project funding list and account for just under one quarter of nutrients removed from the full list.

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$40 million in matching SLAF grant funds for 32 projects. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors' (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachment: September 27, 2022, Memo to the Board

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services



# County of Fairfax, Virginia

## MEMORANDUM

**DATE:** Sept. 27, 2022

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill *[Signature]*  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

In order to reduce non-point source pollution from stormwater runoff, the Virginia General Assembly included Item 360 in Chapter 860 of the Acts of Assembly (the Commonwealth's 2013-2014 Budget) which set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF). The purpose of the fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Department of Environmental Quality (DEQ) has advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is available. The minimum grant amount per local government is \$50,000 and the maximum grant amount per local government is \$5,000,000.

Applications are being solicited for stormwater projects including: i) new stormwater best management practices; ii) stormwater best management practice retrofits; iii) stream restoration; iv) low impact development projects; v) buffer restorations; vi) pond retrofits; and vii) wetlands restoration. Only projects which started construction on or after August 1, 2021, will be considered eligible for funding.

The state will review applications and rank them in accordance with their priority ranking criteria. Based on that ranking process, the DEQ Director will authorize a project funding list and issue Letters of Commitment to all recipients on the authorized project funding list so that they may proceed with their projects with the certainty of a funding commitment.

Fairfax County has submitted applications for SLAF grant funding to DEQ for the following six stream restoration projects. These projects have either already started construction or are scheduled to begin construction in FY 2023 or 2024, as funding allows:

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**Office of the County Executive**  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
 Department of Environmental Quality Clean Water Financing and Assistance Program  
 Page 2 of 2

<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Rocky Branch Tributary at Ashlawn Park (Providence District)	\$1,793,800
2. Popes Head Creek Tributary at Havenner Road (Springfield District)	\$3,422,500
3. Colvin Run Phase II at Lake Fairfax Park (Hunter Mill District)	\$4,481,900
4. Dogue Creek Tributary at Greendale Golf Course (Franconia District)	\$3,643,800
5. Cameron Run Tributary at La Vista Drive (Franconia District)	\$1,743,700
6. Rocky Run Tributary at Dulles Access Road (Dranesville District)	\$1,742,100
<b>Total</b>	<b>\$16,827,800</b>

The maximum assistance that could be provided through SLAF grants for these five projects is \$5,000,000.

cc: Rachel Flynn, Deputy County Executive  
 Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
 Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
 Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ms. Karen Doran, CWFAP Program Director  
Virginia Department of Environmental Quality  
1111 East Main Street, Suite 1400  
P.O. Box 1105  
Richmond, VA 23219

Reference: Stormwater Local Assistance Fund Grant, Department of Environmental Quality  
Application and Solicitation Package from Fairfax County

Dear Ms. Doran:

This is a response to Department of Environmental Quality's (DEQ) recent announcement of the Stormwater Local Assistance Fund (SLAF) grant.

We are providing SLAF applications that contain information and request funding assistance for the following six stream restoration projects. The projects are listed in our preferred priority for consideration.

1. Rocky Branch Tributary at Ashlawn Park
2. Popes Head Creek Tributary at Havenner Road
3. Colvin Run Phase II at Lake Fairfax Park
4. Dogue Creek Tributary at Greendale Golf Course
5. Cameron Run Tributary at La Vista Drive
6. Rocky Run Tributary at Dulles Access Road

These projects either started construction after August 1, 2021, or will begin construction in fiscal year 2023 or 2024 as funding is available. We understand the maximum award per jurisdiction is \$5,000,000; however, based on communication with your office, we have submitted applications with a total that exceeds this amount.

If you have any questions or need additional assistance, please contact Craig Carinci, Director Stormwater Planning Division at 703-324-5500.

Sincerely,

  
Bryan J. Hill  
County Executive

---

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Karen Doran  
Stormwater Local Assistance Fund Grant, Department of Environmental Quality Application and  
Solicitation Package from Fairfax County  
Page 2 of 2

Enclosure: SLAF Applications

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental  
Services (DPWES)  
Eleanor Ku Coddling, Deputy Director, DPWES Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 9/19/2022

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive

**FROM:** Christopher Herrington, Director *CSA*  
Department of Public Works and Environmental Services

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County stream restoration projects with a total estimated cost of \$16,827,800. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2021, are eligible for funding. Applications must be postmarked by Monday, October 3, 2022.

---

Department of Public Works and Environmental Services

Director's Office

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)





Bryan J. Hill  
Department of Environmental Quality, Clean Water Financing and Assistance Program  
Page 2 of 2

Thank you for your previous support of this program. Since SLAF's inception in 2014, the County has successfully secured \$31 million in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them to Craig Carinci, Director, Stormwater Planning Division, Department of Public Works and Environmental Services. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci, at 703-324-5500.

Approved:

  
Bryan J. Hill  
County Executive

9/27/2022  
Date

Attachments: SLAF Applications and Cover Letter to Ms. Doran

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division

ADMINISTRATIVE – 18

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Old Courthouse Spring Branch Phase II at Ashgrove Historic Park Stream Restoration Project (Hunter Mill District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Old Courthouse Spring Branch Phase II at Ashgrove Historic Park Stream Restoration project (Project) to restore approximately 950 linear feet of Old Courthouse Spring Branch in the Difficult Run watershed (Tax Map Nos. 28-2 & 28-4) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Old Courthouse Spring Branch Phase II at Ashgrove Historic Park Stream Restoration	\$2,717,420	\$1,224,200	\$1,493,220

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Board Agenda Item  
May 13, 2025

On October 2, 2023, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal Year 2024 SLAF grant solicitation. On January 8, 2024, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,417,015. This project is scheduled to be completed on October 9, 2025, and will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project is located within Fairfax County Park Authority's Ashgrove Historic Park. Approximately 684 acres of highly urbanized development drain to the project site, which is located adjacent to residential neighborhoods and the Dulles Toll Road. The Project's calculated water quality benefits are annual reductions of 62.4 pounds of total phosphorus, 367.0 pounds of total nitrogen, and 189.6 tons of total suspended sediment.

On June 4, 2024, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 2.0. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$1,493,220. Grant funding of \$1,224,200 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 24-12 – February 25, 2025

Attachment 2 – DEQ Authorization FY2024 SLAF – January 8, 2024

Attachment 3 – Board of Supervisors Memorandum – June 4, 2024

STAFF:

Bryan J. Hill, County Executive

Jennifer L. Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, DPWES, Water Resources and Infrastructure

Joni Calmbacher, Division Director, DPWES, Stormwater Planning Division

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 24-12**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with,

Fairfax County, Virginia (SLAF # 24-12)

among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

## **ARTICLE II**

### **SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

### **ARTICLE III SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning April 1, 2019 and ending October 30, 2025.

### **ARTICLE IV COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$1,224,200.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department,

subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.



5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

## **ARTICLE VII** **GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway, Suite 449  
Fairfax, Virginia 22035  
Attn: Justin Pistore, Project Manager II  
Justin.Pistore@FairfaxCounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

Fairfax County, Virginia (SLAF # 24-12)

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

### **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

### **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

#### **DEPARTMENT OF ENVIRONMENTAL QUALITY**

**Edwards Alvie**  
 Digitally signed by: Edwards Alvie  
 xqp92569  
 DN: CN = Edwards Alvie xqp92569  
 OU = COV-Users, End-Users, DEQ  
 Date: 2025.02.22 17:43:54 -05'00'  
 By: xqp92569 Date: \_\_\_\_\_

Alvie Edwards  
 Director of Administration  
 (804) 898-9883  
 alvie.edwards@deq.virginia.gov

#### **FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
 County Executive  
 (703) 324-2531  
 CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-12

**Project Description:**

Old Courthouse Spring Branch Phase II at Ashgrove Historic Park: The Old Courthouse Spring Branch Phase II stream restoration project will restore approximately 950 linear feet of Old Courthouse Spring Branch in the Difficult Run watershed using Natural Channel Design. The project is located within Fairfax County Park Authority's (FCPA) Ashgrove Historic Park. To ensure the project can be maintained by Fairfax County, it is within storm drainage and floodplain easements. The site is located adjacent to residential neighborhoods and Dulles Toll Road. Approximately 684 acres of highly urbanized development drain to the project site, 56% of which is impervious.

Fairfax County, Virginia (SLAF #24-12)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-12

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Old Courthouse Spring Branch Phase II at Ashgrove Historic Park	\$490,800.00	\$490,800.00	50.00%	\$245,400.00
<b>Sub-Total</b>	\$490,800.00	\$490,800.00		\$245,400.00
<b>Construction</b>				
Old Courthouse Spring Branch Phase II at Ashgrove Historic Park	\$1,748,900.00	\$1,748,900.00	50.00%	\$874,450.00
<b>Sub-Total</b>	\$1,748,900.00	\$1,748,900.00		\$874,450.00
<b>Other</b>				
Old Courthouse Spring Branch Phase II at Ashgrove Historic Park				
Legal/Administration	\$4,500.00	\$4,500.00	50.00%	\$2,250.00
Land, Right-of-Way	\$16,600.00	\$16,600.00	50.00%	\$8,300.00
Project Inspection Fees	\$337,000.00	\$68,000.00	50.00%	\$34,000.00
Utility Designation, Test Pits, Relocation Cost	\$32,220.19	\$32,200.00	50.00%	\$16,100.00
Construction Contingencies	\$87,400.00	\$87,400.00	50.00%	\$43,700.00
<b>Sub-Total</b>	\$477,720.19	\$208,700.00		\$104,350.00
<b>TOTALS</b>	<b>\$2,717,420.19</b>	<b>\$2,448,400.00</b>		<b>\$1,224,200.00</b>

Fairfax County, Virginia (SLAF #24-12)

**EXHIBIT C****PROJECT SCHEDULE**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-12

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Old Courthouse Spring Branch Phase II at Ashgrove Historic Park	Start Planning	April 2019
	Complete Planning	August 2024
	Start Construction	September 2024
	Complete Construction	October 2025

Fairfax County, Virginia (SLAF #24-12)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	
<b>October – December 2025</b>	
<b>January – March 2026</b>	\$1,224,200.00
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	



**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**  
(To be on Grantee's Letterhead)

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Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 24-12  
Old Courthouse Spring Branch Phase II at Ashgrove Historic Park

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee)      Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #24-12)

CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-12

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #24-12)

**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 24-12    **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Old Courthouse Spring Branch Phase II at Ashgrove Historic Park	\$490,800.00	\$490,800.00	\$245,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$245,400.00
<b>Sub-Total</b>	\$490,800.00	\$490,800.00	\$245,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$245,400.00
<b>Construction</b>								
Old Courthouse Spring Branch Phase II at Ashgrove Historic Park	\$1,748,900.00	\$1,748,900.00	\$874,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$874,450.00
<b>Sub-Total</b>	\$1,748,900.00	\$1,748,900.00	\$874,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$874,450.00
<b>Other</b>								
Old Courthouse Spring Branch Phase II at Ashgrove Historic Park								
Legal/Administration	\$4,500.00	\$4,500.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250.00
Land, Right-of-Way	\$16,600.00	\$16,600.00	\$8,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,300.00
Project Inspection Fees	\$337,000.00	\$68,000.00	\$34,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,000.00
Utility Designation, Test Pits, Relocation Cost	\$32,220.19	\$32,200.00	\$16,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,100.00
Construction Contingencies	\$87,400.00	\$87,400.00	\$43,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,700.00
<b>Sub-Total</b>	\$477,720.19	\$208,700.00	\$104,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$104,350.00
<b>Totals</b>	<b>\$2,717,420.19</b>	<b>\$2,448,400.00</b>	<b>\$1,224,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,224,200.00</b>

<b>Total Grant Amount:</b>	<u>\$1,224,200.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$1,224,200.00</u>

Fairfax County, Virginia (SLAF #24-12)

## EXHIBIT E

**DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**

---

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-12

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset  
Fairfax County, Virginia (SLAF #24-12)

is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

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Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director *MSR*  
**THROUGH:** James Golden, Director of Central Operations *JG*  
 Scott Morris, Water Division Director *SM*  
**FROM:** Karen Doran, CWFAP Program Manager  
**DATE:** January 8, 2024  
**SUBJECT:** Authorization of FY 2024 SLAF Project Funding List

**Purpose**

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of SLAF is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved guidelines for the implementation of the SLAF program in 2013 with those guidelines revised by the Board in December 2016 and most recently June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Currently 332 projects have been authorized, totaling approximately \$182 million. A ninth solicitation for SLAF applications was conducted for FY 2024 and the applications received have been evaluated in accordance with the approved guidelines. This memorandum provides the results of the evaluation and staff recommendations for approval.

**Applications Received**

On August 1, 2023, staff solicited SLAF applications from all local governments in the Commonwealth. October 2, 2023 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 15 localities for 28 stormwater projects and one nutrient credit purchase totaling \$34,988,207.

*MSR*

### Funding Availability for FY 2024

In FY 2023, no additional SLAF funding was provided to DEQ resulting in approximately \$38 million of unallocated funds existing from previous SLAF appropriations available to be authorized for FY 2024 SLAF projects.

### Application Evaluation

All 28 stormwater projects and one nutrient credit purchase applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$34,988,207, less than the \$38 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated. Staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding since the proposed best management practices are not listed as eligible in the SLAF guidelines.
- One project was determined to be ineligible for funding because it exceeded what is considered a reasonable cost per pound of nutrient removal at over \$76,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Since all eligible projects submitted can be funded within existing budgetary constraints, it is recommended that maximum grant amount of \$5,000,000 be waived for FY 2024 SLAF projects. This suspension would result in three localities, Fairfax, Prince William, and Loudoun Counties, receiving total authorizations of \$8,417,015 (Fairfax) for six projects, \$6,768,473 for two projects (Prince William), and \$5,259,522 (Loudoun) for three projects. It should be noted that these 11 projects account for more than half of the total nutrient reductions for the eligible FY 2024 projects.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

### Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of these projects, the proposed Project Funding List for this ninth round of SLAF funding includes 25 stormwater projects and one nutrient credit purchase in 14 localities totaling \$29,669,206.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.





**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2024 PROJECT FUNDING LIST**

GRANT RECIPIENT	PROJECT NAME	POINT TOTAL	GRANT AMOUNT
Fairfax County	Long Branch North at Arlington Boulevard	510	\$2,446,800
Fairfax County	Difficult Run Tributary at Government Center	424	\$1,146,200
Fairfax County	Accotink Creek Tributary at Carrleigh Parkway	406	\$977,100
Fairfax County	Old Courthouse Spring Branch Phase II	378	\$1,224,200
Fairfax County	Coon Branch at Annandale Park	310	\$1,795,500
Fairfax County	Little Pimmit Run Tributary at Woodland Terrace	292	\$827,215
Fairfax County Total			\$8,417,015
Prince William County	Powell's Creek Phase 2 and Lacrosse Tributary	310	\$3,646,073
Prince William County	Middle Dewey Creek Phase I	301	\$3,122,400
Prince William County Total			\$6,768,473
Loudoun County	Horsepen Run Stream Restoration	445	\$3,904,760
Loudoun County	Stormwater Facility JC77 Retrofit	360	\$780,684
Loudoun County	Conklin Park Constructed Wetland	328	\$574,078
Loudoun County Total			\$5,259,522
City of Virginia Beach	Bayville Lake Water Quality Improvement Project	403	\$930,000
City of Virginia Beach	Oceana Gardens Constructed Wetlands	213	\$1,308,750
City of Virginia Beach Total			\$2,238,750
City of Winchester	Jim Barnett Park Stream Restoration Project	458	\$1,370,058
Roanoke County	Restoration of Wolf Creek Phase 2	415	\$607,212
Roanoke County	Restoration of a Tributary to Mudlick Creek	389	\$531,425
Roanoke County Total			\$1,138,637
City of Colonial Heights	City of Colonial Heights TMDL Reduction	483	\$931,275
City of Staunton	Gypsy Hill Park Stream Restoration	370	\$913,534
City of Fairfax	Van Dyck Park Outfall Restoration	435	\$362,720
City of Fairfax	Providence Park Outfall Restoration	378	\$186,017
City of Fairfax	Traveler Street Outfall Restoration	362	\$137,902
City of Fairfax Total			\$686,639
York County	Celestial Way Stream Restoration Project	432	\$555,717
Hanover County	Beechwood Drive Outfall Restoration Plan	389	\$460,184
City of Hampton	Pembroke Pond Retrofit	387	\$396,975
City of Petersburg	Extension of Shirley Ave Stream Restoration	403	\$321,164
City of Lexington	Woods Creek Park Stormwater BMP	237	\$211,263
<b>TOTAL FUNDED</b>			<b>\$29,669,206</b>



Authorized by:

☒ Action approved as recommended *MSR*

☐ Action not approved as recommended

*MSR 1/12/23*  
\_\_\_\_\_  
Michael S. Rolband  
Director, DEQ



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** June 4, 2024

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 15, 2023. On January 8, 2024, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2024. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900.00. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Coon Branch at Annandale Park (Mason District)	\$3,590,300	\$1,795,500
Difficult Run Tributary at Government Center (Braddock District)	\$2,980,400	\$1,146,200
Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400	\$1,224,200
Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500	\$977,100
Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400	\$827,215
Long Branch North at Arlington Boulevard and Robin Ridge Court (Providence District)	\$5,048,400	\$2,446,800
<b>Total</b>	<b>\$21,107,400</b>	<b>\$8,417,015</b>

In accordance with SLAF Guidelines, the project funding list was drafted by DEQ to provide the greatest financial and environmental benefit to as many communities as possible. The maximum grant amount of \$5 million per jurisdiction may be adjusted at the discretion of the DEQ Director. Based on available funding and received applications, DEQ waived the maximum grant amount per jurisdiction and authorized funds for all six County applications.

**Office of the County Executive**  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The Fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$48 million in matching SLAF grant funds for 38 projects totaling over 15 miles of stream restoration. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively, in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachments: September 15, 2023, Memo to the County Executive  
DEQ Authorization of FY 2024 SLAF Project Funding List

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Eleanor Ku Codding, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
Joni Calmbacher, Division Director, DPWES, Stormwater Planning Division

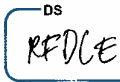



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 09/15/2023

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive 

**FROM:** Christopher Herrington, Director  
Department of Public Works and Environmental Services 

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County (County) stream restoration projects with a total estimated cost of \$21,107,400. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000, unless adjusted by the DEQ Director.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$38,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2022, are eligible for funding. Section E of the applications includes placeholder values for phosphorus and nitrogen reductions that will be updated once the revised laboratory analyses are received, likely the last week of September 2023. The revised analyses were required due to updates to the SLAF Program Guidelines. Applications must be submitted electronically no later than Monday, October 2, 2023, through the myDEQ Portal or emailed to [cwfap@deq.virginia.gov](mailto:cwfap@deq.virginia.gov).

The County proposes submitting the following six stream restorations:

---

**Department of Public Works and Environmental Services****Director's Office**

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)

Board of Supervisors  
 Department of Environmental Quality Clean Water Financing and Assistance Program  
 Page 2 of 3

<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Coon Branch at Annandale Park (Mason District)	\$3,590,300
2. Difficult Run Tributary at Fairfax County Government Center (Braddock District)	\$2,980,400
3. Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400
4. Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500
5. Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400
6. Long Branch North at Arlington Blvd & Robin Ridge Court (Providence District)	\$5,048,400
<b>Total</b>	<b>\$21,107,400</b>

Since SLAF's inception in 2014, the County has successfully secured \$39,000,000 in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them by September 27, 2023, to Craig Carinci, Director, Department of Public Works and Environmental Services, Stormwater Planning Division. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci at 703-324-5500.

Approved:

DocuSigned by:  
  
 5CF669274C2440E...  
 Bryan J. Hill  
 County Executive

09/19/2023

Date

Attachments: Cover Letter to Ms. Doran and six SLAF Grant Applications

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program  
Page 3 of 3

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division



*Commonwealth of Virginia*

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

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Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

January 16, 2024

Craig Carinci, Director, Stormwater Planning  
Fairfax County  
[craig.carinci@fairfaxcounty.gov](mailto:craig.carinci@fairfaxcounty.gov)

Re: Stormwater Local Assistance Fund (SLAF)  
Fairfax County

Congratulations,

I am pleased to inform you that DEQ has authorized SLAF matching grant funds for your community for the project(s) and amounts shown below. This authorization is contingent upon compliance with all program requirements. Actual grant award will not occur until after your receipt of construction bids and DEQ's approval of a final project budget based on those bids.

***If program requirements have not been met and a grant agreement has not been executed by 6/30/2026, the funds authorization for the project(s) listed below will expire.*** My staff will be in contact with you in the near future to set up a meeting to discuss the next steps and schedule for moving forward with your project(s).

- SLAF Grant # 24-12 Old Courthouse Spring Branch Phase II at Ashgrove Historic Park – \$1,224,200
- SLAF Grant # 24-13 Accotink Creek Tributary at Carrleigh Parkway – \$977,100
- SLAF Grant # 24-14 Coon Branch at Annandale Park – \$1,795,500
- SLAF Grant # 24-15 Difficult Run Tributary at Government Center – \$1,146,200
- SLAF Grant # 24-16 Long Branch North at Arlington Boulevard and Robin Ridge Court – \$2,446,800
- SLAF Grant # 24-17 Little Pimmit Run Tributary at Woodland Terrace – \$827,215

Please do not hesitate to contact me at (804) 836-5912 if you have any questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Karen M. Doran".

Karen M. Doran, Manager  
Clean Water Financing and Assistance Program

cc: Wynn K. Prusaczyk – Regional Project Manager  
Darian C. Morgan - Regional Project Officer

ADMINISTRATIVE – 19

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Coon Branch at Annandale Park Stream Restoration Project (Mason District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Coon Branch at Annandale Park Stream Restoration project (Project) to restore approximately 1,557 linear feet of stream within the Accotink Creek watershed (Tax Map No. 59-4) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

Project Title	Project Cost	SLAF Grant Award	County Provided Funds
Coon Branch at Annandale Park Stream Restoration	\$3,591,006	\$1,795,500	\$1,795,506

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On October 2, 2023, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal Year 2024 SLAF grant solicitation. On January 8, 2024 (Attachment 2), DEQ



Board Agenda Item  
May 13, 2025

announced that all projects, including this one, were selected for funding with a total award of \$8,417,015. The Project was completed in August 2024 and helped to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project was built mostly within Annandale Park on Fairfax County Park Authority land, but also on privately owned properties. Approximately 324 acres of urbanized development drain to the site. The Project's calculated water quality benefits are annual reductions of 97.2 pounds of total phosphorus, 126 pounds of total nitrogen, and 236.4 tons of total suspended sediment.

On June 4, 2024, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 1.750. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$1,795,506. Grant funding of \$1,795,500 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 24-14 – February 26, 2025

Attachment 2 – DEQ Authorization FY2024 SLAF – January 8, 2024

Attachment 3 – Board of Supervisors Memorandum – June 4, 2024

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 24-14**

---

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with,

Fairfax County, Virginia (SLAF # 24-14)

among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

## **ARTICLE II**

### **SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

### **ARTICLE III SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning January 1, 2017 and ending August 30, 2024.

### **ARTICLE IV COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$1,795,500.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department,

subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

## **ARTICLE VII** **GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.



7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway Suite 449  
Fairfax, Virginia 22035  
Attn: Jasdeep Saini, Engineer III  
jasdeep.saini@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

Fairfax County, Virginia (SLAF # 24-14)

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

## **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

## **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

### **DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: Edwards Alvie xqp92569 Digitally signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2025.02.25 10:12:07 -05'00' Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

### **FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-14

**Project Description:**

Coon Branch at Annandale Park: The Coon Branch at Annandale Park stream restoration project will restore approximately 1,557 linear feet of stream within the Accotink Creek watershed using Natural Channel Design. Restoration objectives include stream bed and bank stabilization, public safety, infrastructure protection, water quality improvement, and aquatic and riparian habitat enhancement. The project will provide a stable cross section dimension, pattern, and profile for the stream; utilize instream rock and wood structures to provide stability and enhance habitat; and restore a native riparian buffer. The project will maintain channel capacity, provide long-term stability, and reduce sediment and nutrient loads conveyed downstream.

Fairfax County, Virginia (SLAF #24-14)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-14

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Coon Branch at Annandale Park	\$515,700.00	\$515,700.00	50.00%	\$257,850.00
<b>Sub-Total</b>	\$515,700.00	\$515,700.00		\$257,850.00
<b>Construction</b>				
Coon Branch at Annandale Park	\$2,700,000.00	\$2,700,000.00	50.00%	\$1,350,000.00
<b>Sub-Total</b>	\$2,700,000.00	\$2,700,000.00		\$1,350,000.00
<b>Other</b>				
Coon Branch at Annandale Park				
Legal/Administration	\$10,300.00	\$10,300.00	50.00%	\$5,150.00
Land, Right-of-Way	\$50,700.00	\$50,700.00	50.00%	\$25,350.00
Project Inspection Fees	\$173,900.00	\$173,900.00	50.00%	\$86,950.00
Permitting	\$4,646.00	\$4,646.00	50.00%	\$2,323.00
Utilities	\$760.00	\$760.00	50.00%	\$380.00
Construction Contingencies	\$135,000.00	\$134,994.00	50.00%	\$67,497.00
<b>Sub-Total</b>	\$375,306.00	\$375,300.00		\$187,650.00
<b>TOTALS</b>	<b>\$3,591,006.00</b>	<b>\$3,591,000.00</b>		<b>\$1,795,500.00</b>

Fairfax County, Virginia (SLAF #24-14)

**EXHIBIT C****PROJECT SCHEDULE**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-14

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Coon Branch at Annandale Park	Start Planning	January 2017
	Complete Planning	October 2023
	Start Construction	November 2023
	Complete Construction	August 2024

Fairfax County, Virginia (SLAF #24-14)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	\$1,795,500.00
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	

**EXHIBIT D****REQUISITION FOR REIMBURSEMENT**

(To be on Grantee's Letterhead)

Department of Environmental Quality  
 Clean Water Financing and Assistance Program  
 P.O. Box 1105  
 Richmond, VA 23218  
 Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 24-14  
 Coon Branch at Annandale Park

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
 (Authorized Representative of the Grantee)      Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #24-14)

CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-14

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #24-14)



**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 24-14 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Coon Branch at Annandale Park	\$515,700.00	\$515,700.00	\$257,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$257,850.00
<b>Sub-Total</b>	\$515,700.00	\$515,700.00	\$257,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$257,850.00
<b>Construction</b>								
Coon Branch at Annandale Park	\$2,700,000.00	\$2,700,000.00	\$1,350,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,350,000.00
<b>Sub-Total</b>	\$2,700,000.00	\$2,700,000.00	\$1,350,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,350,000.00
<b>Other</b>								
Coon Branch at Annandale Park								
Legal/Administration	\$10,300.00	\$10,300.00	\$5,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,150.00
Land, Right-of-Way	\$50,700.00	\$50,700.00	\$25,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,350.00
Project Inspection Fees	\$173,900.00	\$173,900.00	\$86,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,950.00
Permitting	\$4,646.00	\$4,646.00	\$2,323.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,323.00
Utilities	\$760.00	\$760.00	\$380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380.00
Construction Contingencies	\$135,000.00	\$134,994.00	\$67,497.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,497.00
<b>Sub-Total</b>	\$375,306.00	\$375,300.00	\$187,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$187,650.00
<b>Totals</b>	<b>\$3,591,006.00</b>	<b>\$3,591,000.00</b>	<b>\$1,795,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,795,500.00</b>

<b>Total Grant Amount:</b>	<u>\$1,795,500.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$1,795,500.00</u>

Fairfax County, Virginia (SLAF #24-14)

## EXHIBIT E

**DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**

---

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-14

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset Fairfax County, Virginia (SLAF #24-14)

is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

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Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director *MSR*  
**THROUGH:** James Golden, Director of Central Operations *JG*  
 Scott Morris, Water Division Director *SM*  
**FROM:** Karen Doran, CWFAP Program Manager  
**DATE:** January 8, 2024  
**SUBJECT:** Authorization of FY 2024 SLAF Project Funding List

**Purpose**

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of SLAF is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved guidelines for the implementation of the SLAF program in 2013 with those guidelines revised by the Board in December 2016 and most recently June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Currently 332 projects have been authorized, totaling approximately \$182 million. A ninth solicitation for SLAF applications was conducted for FY 2024 and the applications received have been evaluated in accordance with the approved guidelines. This memorandum provides the results of the evaluation and staff recommendations for approval.

**Applications Received**

On August 1, 2023, staff solicited SLAF applications from all local governments in the Commonwealth. October 2, 2023 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 15 localities for 28 stormwater projects and one nutrient credit purchase totaling \$34,988,207.

*MSR*

### Funding Availability for FY 2024

In FY 2023, no additional SLAF funding was provided to DEQ resulting in approximately \$38 million of unallocated funds existing from previous SLAF appropriations available to be authorized for FY 2024 SLAF projects.

### Application Evaluation

All 28 stormwater projects and one nutrient credit purchase applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$34,988,207, less than the \$38 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated. Staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding since the proposed best management practices are not listed as eligible in the SLAF guidelines.
- One project was determined to be ineligible for funding because it exceeded what is considered a reasonable cost per pound of nutrient removal at over \$76,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Since all eligible projects submitted can be funded within existing budgetary constraints, it is recommended that maximum grant amount of \$5,000,000 be waived for FY 2024 SLAF projects. This suspension would result in three localities, Fairfax, Prince William, and Loudoun Counties, receiving total authorizations of \$8,417,015 (Fairfax) for six projects, \$6,768,473 for two projects (Prince William), and \$5,259,522 (Loudoun) for three projects. It should be noted that these 11 projects account for more than half of the total nutrient reductions for the eligible FY 2024 projects.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

### Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of these projects, the proposed Project Funding List for this ninth round of SLAF funding includes 25 stormwater projects and one nutrient credit purchase in 14 localities totaling \$29,669,206.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.





**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2024 PROJECT FUNDING LIST**

GRANT RECIPIENT	PROJECT NAME	POINT TOTAL	GRANT AMOUNT
Fairfax County	Long Branch North at Arlington Boulevard	510	\$2,446,800
Fairfax County	Difficult Run Tributary at Government Center	424	\$1,146,200
Fairfax County	Accotink Creek Tributary at Carrleigh Parkway	406	\$977,100
Fairfax County	Old Courthouse Spring Branch Phase II	378	\$1,224,200
Fairfax County	Coon Branch at Annandale Park	310	\$1,795,500
Fairfax County	Little Pimmit Run Tributary at Woodland Terrace	292	\$827,215
Fairfax County Total			\$8,417,015
Prince William County	Powell's Creek Phase 2 and Lacrosse Tributary	310	\$3,646,073
Prince William County	Middle Dewey Creek Phase I	301	\$3,122,400
Prince William County Total			\$6,768,473
Loudoun County	Horsepen Run Stream Restoration	445	\$3,904,760
Loudoun County	Stormwater Facility JC77 Retrofit	360	\$780,684
Loudoun County	Conklin Park Constructed Wetland	328	\$574,078
Loudoun County Total			\$5,259,522
City of Virginia Beach	Bayville Lake Water Quality Improvement Project	403	\$930,000
City of Virginia Beach	Oceana Gardens Constructed Wetlands	213	\$1,308,750
City of Virginia Beach Total			\$2,238,750
City of Winchester	Jim Barnett Park Stream Restoration Project	458	\$1,370,058
Roanoke County	Restoration of Wolf Creek Phase 2	415	\$607,212
Roanoke County	Restoration of a Tributary to Mudlick Creek	389	\$531,425
Roanoke County Total			\$1,138,637
City of Colonial Heights	City of Colonial Heights TMDL Reduction	483	\$931,275
City of Staunton	Gypsy Hill Park Stream Restoration	370	\$913,534
City of Fairfax	Van Dyck Park Outfall Restoration	435	\$362,720
City of Fairfax	Providence Park Outfall Restoration	378	\$186,017
City of Fairfax	Traveler Street Outfall Restoration	362	\$137,902
City of Fairfax Total			\$686,639
York County	Celestial Way Stream Restoration Project	432	\$555,717
Hanover County	Beechwood Drive Outfall Restoration Plan	389	\$460,184
City of Hampton	Pembroke Pond Retrofit	387	\$396,975
City of Petersburg	Extension of Shirley Ave Stream Restoration	403	\$321,164
City of Lexington	Woods Creek Park Stormwater BMP	237	\$211,263
<b>TOTAL FUNDED</b>			<b>\$29,669,206</b>

Authorized by:

☒ Action approved as recommended *MSR*

☐ Action not approved as recommended

*MSR 1/12/23*  
\_\_\_\_\_  
Michael S. Rolband  
Director, DEQ



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** June 4, 2024

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 15, 2023. On January 8, 2024, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2024. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900.00. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Coon Branch at Annandale Park (Mason District)	\$3,590,300	\$1,795,500
Difficult Run Tributary at Government Center (Braddock District)	\$2,980,400	\$1,146,200
Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400	\$1,224,200
Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500	\$977,100
Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400	\$827,215
Long Branch North at Arlington Boulevard and Robin Ridge Court (Providence District)	\$5,048,400	\$2,446,800
<b>Total</b>	<b>\$21,107,400</b>	<b>\$8,417,015</b>

In accordance with SLAF Guidelines, the project funding list was drafted by DEQ to provide the greatest financial and environmental benefit to as many communities as possible. The maximum grant amount of \$5 million per jurisdiction may be adjusted at the discretion of the DEQ Director. Based on available funding and received applications, DEQ waived the maximum grant amount per jurisdiction and authorized funds for all six County applications.

**Office of the County Executive**  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)



Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The Fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$48 million in matching SLAF grant funds for 38 projects totaling over 15 miles of stream restoration. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively, in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachments: September 15, 2023, Memo to the County Executive  
DEQ Authorization of FY 2024 SLAF Project Funding List

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Eleanor Ku Codding, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
Joni Calmbacher, Division Director, DPWES, Stormwater Planning Division

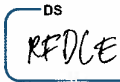



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 09/15/2023

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive 

**FROM:** Christopher Herrington, Director  
Department of Public Works and Environmental Services 

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County (County) stream restoration projects with a total estimated cost of \$21,107,400. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000, unless adjusted by the DEQ Director.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$38,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2022, are eligible for funding. Section E of the applications includes placeholder values for phosphorus and nitrogen reductions that will be updated once the revised laboratory analyses are received, likely the last week of September 2023. The revised analyses were required due to updates to the SLAF Program Guidelines. Applications must be submitted electronically no later than Monday, October 2, 2023, through the myDEQ Portal or emailed to [cwfap@deq.virginia.gov](mailto:cwfap@deq.virginia.gov).

The County proposes submitting the following six stream restorations:

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**Department of Public Works and Environmental Services****Director's Office**

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)

Board of Supervisors  
 Department of Environmental Quality Clean Water Financing and Assistance Program  
 Page 2 of 3

<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Coon Branch at Annandale Park (Mason District)	\$3,590,300
2. Difficult Run Tributary at Fairfax County Government Center (Braddock District)	\$2,980,400
3. Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400
4. Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500
5. Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400
6. Long Branch North at Arlington Blvd & Robin Ridge Court (Providence District)	\$5,048,400
<b>Total</b>	<b>\$21,107,400</b>

Since SLAF's inception in 2014, the County has successfully secured \$39,000,000 in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them by September 27, 2023, to Craig Carinci, Director, Department of Public Works and Environmental Services, Stormwater Planning Division. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci at 703-324-5500.

Approved:

DocuSigned by:  
  
 5CF669274C2440E  
 Bryan J. Hill  
 County Executive

09/19/2023

Date

Attachments: Cover Letter to Ms. Doran and six SLAF Grant Applications

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program  
Page 3 of 3

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division

*Commonwealth of Virginia**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY*

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Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

January 16, 2024

Craig Carinci, Director, Stormwater Planning  
Fairfax County  
[craig.carinci@fairfaxcounty.gov](mailto:craig.carinci@fairfaxcounty.gov)

Re: Stormwater Local Assistance Fund (SLAF)  
Fairfax County

Congratulations,

I am pleased to inform you that DEQ has authorized SLAF matching grant funds for your community for the project(s) and amounts shown below. This authorization is contingent upon compliance with all program requirements. Actual grant award will not occur until after your receipt of construction bids and DEQ's approval of a final project budget based on those bids.

***If program requirements have not been met and a grant agreement has not been executed by 6/30/2026, the funds authorization for the project(s) listed below will expire.*** My staff will be in contact with you in the near future to set up a meeting to discuss the next steps and schedule for moving forward with your project(s).

- SLAF Grant # 24-12 Old Courthouse Spring Branch Phase II at Ashgrove Historic Park – \$1,224,200
- SLAF Grant # 24-13 Accotink Creek Tributary at Carrleigh Parkway – \$977,100
- SLAF Grant # 24-14 Coon Branch at Annandale Park – \$1,795,500
- SLAF Grant # 24-15 Difficult Run Tributary at Government Center – \$1,146,200
- SLAF Grant # 24-16 Long Branch North at Arlington Boulevard and Robin Ridge Court – \$2,446,800
- SLAF Grant # 24-17 Little Pimmit Run Tributary at Woodland Terrace – \$827,215

Please do not hesitate to contact me at (804) 836-5912 if you have any questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Karen M. Doran".

Karen M. Doran, Manager  
Clean Water Financing and Assistance Program

cc: Wynn K. Prusaczyk – Regional Project Manager  
Darian C. Morgan - Regional Project Officer

ADMINISTRATIVE – 20

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Little Pimmit Run Tributary at Woodland Terrace Stream Restoration Project (Dranesville District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Little Pimmit Run Tributary at Woodland Terrace Stream Restoration project (Project) to restore approximately 985 linear feet of an unnamed tributary in the Pimmit Run watershed (Tax Map No. 31-4) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Little Pimmit Run Tributary at Woodland Terrace Park Stream Restoration	\$4,548,400	\$827,215	\$3,721,185

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Board Agenda Item  
May 13, 2025

On October 2, 2023, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal Year 2024 SLAF grant solicitation. On January 8, 2024, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,417,015. Construction on this project is scheduled to begin in December 2025 and will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project is located near the intersection of Forest Lane and Oak Lane and will improve up to 1,000 feet of storm drainage pipe to address extreme erosion and street flooding. The Project's calculated water quality benefits are annual reductions of 91.3 pounds of total phosphorus, 177.2 pounds of total nitrogen, and 268.4 tons of total suspended sediment.

On June 4, 2024, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 1.125. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$3,721,185. Grant funding of \$827,215 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 24-17 – February 25, 2025

Attachment 2 – DEQ Authorization FY2024 SLAF – January 8, 2024

Attachment 3 – Board of Supervisors Memorandum – June 4, 2024

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney



**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 24-17**

---

THIS AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the

Fairfax County, Virginia (SLAF # 24-17)

definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

Fairfax County, Virginia (SLAF # 24-17)

## **ARTICLE II** **SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

## **ARTICLE III** **SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning October 1, 2019 and ending July 1, 2027.

## **ARTICLE IV** **COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$827,215.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax-exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will

Fairfax County, Virginia (SLAF # 24-17)

be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

## **ARTICLE VII** **GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway Suite 449  
Fairfax, Virginia 22035  
Attn: Heather Ambrose, Project Coordinator  
heather.ambrose@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

#### **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

#### **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.



WITNESS the following signatures, all duly authorized.

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: Edwards Alvie Digitially signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2025.02.23 18:46:09 -05'00' Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-17

Project Description:

Little Pimmit Run Tributary at Woodland Terrace: The Little Pimmit Run Tributary at Woodland Terrace stream restoration project will restore approximately 985 linear feet of an unnamed tributary in the Pimmit Run watershed using Natural Channel Design methods. The project contains stream channel improvements on several private properties within a storm drainage easement and improves up to 1,000 feet of storm drainage pipe inside the Virginia Department of Transportation Right-of-Way to address street flooding.

Fairfax County, Virginia (SLAF #24-17)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-17

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Little Pimmit Run Tributary at Woodland Terrace	\$266,600.00	\$266,600.00	50.00%	\$133,300.00
<b>Sub-Total</b>	\$266,600.00	\$266,600.00		\$133,300.00
<b>Construction</b>				
Little Pimmit Run Tributary at Woodland Terrace	\$3,511,200.00	\$1,181,800.00	50.00%	\$590,900.00
<b>Sub-Total</b>	\$3,511,200.00	\$1,181,800.00		\$590,900.00
<b>Other</b>				
Little Pimmit Run Tributary at Woodland Terrace				
Legal/Administration	\$7,900.00	\$0.00	50.00%	\$0.00
Land, Right-of-Way	\$270,800.00	\$0.00	50.00%	\$0.00
Project Inspection Fees	\$284,800.00	\$147,030.00	50.00%	\$73,515.00
Permitting, Utilities, Printing	\$31,600.00	\$0.00	50.00%	\$0.00
Construction Contingencies	\$175,500.00	\$59,000.00	50.00%	\$29,500.00
<b>Sub-Total</b>	\$770,600.00	\$206,030.00		\$103,015.00
<b>TOTALS</b>	<b>\$4,548,400.00</b>	<b>\$1,654,430.00</b>		<b>\$827,215.00</b>

Fairfax County, Virginia (SLAF #24-17)

**EXHIBIT C****PROJECT SCHEDULE**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-17

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Little Pimmit Run Tributary at Woodland Terrace	Start Planning	October 2019
	Complete Planning	November 2025
	Start Construction	December 2025
	Complete Construction	June 2027

Fairfax County, Virginia (SLAF #24-17)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	<b>\$827,215.00</b>

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**

(To be on Grantee's Letterhead)

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Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 24-17  
Little Pimmit Run Tributary at Woodland Terrace

Dear Deputy Director:

This requisition, Number \_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee)      Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #24-17)

CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-17

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #24-17)

**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 24-17 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Little Pimmit Run Tributary at Woodland Terrace	\$266,600.00	\$266,600.00	\$133,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$133,300.00
<b>Sub-Total</b>	\$266,600.00	\$266,600.00	\$133,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$133,300.00
<b>Construction</b>								
Little Pimmit Run Tributary at Woodland Terrace	\$3,511,200.00	\$1,181,800.00	\$590,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$590,900.00
<b>Sub-Total</b>	\$3,511,200.00	\$1,181,800.00	\$590,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$590,900.00
<b>Other</b>								
Little Pimmit Run Tributary at Woodland Terrace								
Legal/Administration	\$7,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land, Right-of-Way	\$270,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Inspection Fees	\$284,800.00	\$147,030.00	\$73,515.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,515.00
Permitting, Utilities, Printing	\$31,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contingencies	\$175,500.00	\$59,000.00	\$29,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,500.00
<b>Sub-Total</b>	\$770,600.00	\$206,030.00	\$103,015.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,015.00
<b>Totals</b>	<b>\$4,548,400.00</b>	<b>\$1,654,430.00</b>	<b>\$827,215.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$827,215.00</b>

<b>Total Grant Amount:</b>	<u>\$827,215.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$827,215.00</u>

Fairfax County, Virginia (SLAF #24-17)



**EXHIBIT E****DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**


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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-17

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset  
Fairfax County, Virginia (SLAF #24-17)

is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

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Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director *MSR*  
**THROUGH:** James Golden, Director of Central Operations *JG*  
 Scott Morris, Water Division Director *SM*  
**FROM:** Karen Doran, CWFAP Program Manager  
**DATE:** January 8, 2024  
**SUBJECT:** Authorization of FY 2024 SLAF Project Funding List

**Purpose**

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of SLAF is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved guidelines for the implementation of the SLAF program in 2013 with those guidelines revised by the Board in December 2016 and most recently June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Currently 332 projects have been authorized, totaling approximately \$182 million. A ninth solicitation for SLAF applications was conducted for FY 2024 and the applications received have been evaluated in accordance with the approved guidelines. This memorandum provides the results of the evaluation and staff recommendations for approval.

**Applications Received**

On August 1, 2023, staff solicited SLAF applications from all local governments in the Commonwealth. October 2, 2023 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 15 localities for 28 stormwater projects and one nutrient credit purchase totaling \$34,988,207.

*MSR*

### Funding Availability for FY 2024

In FY 2023, no additional SLAF funding was provided to DEQ resulting in approximately \$38 million of unallocated funds existing from previous SLAF appropriations available to be authorized for FY 2024 SLAF projects.

### Application Evaluation

All 28 stormwater projects and one nutrient credit purchase applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$34,988,207, less than the \$38 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated. Staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding since the proposed best management practices are not listed as eligible in the SLAF guidelines.
- One project was determined to be ineligible for funding because it exceeded what is considered a reasonable cost per pound of nutrient removal at over \$76,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Since all eligible projects submitted can be funded within existing budgetary constraints, it is recommended that maximum grant amount of \$5,000,000 be waived for FY 2024 SLAF projects. This suspension would result in three localities, Fairfax, Prince William, and Loudoun Counties, receiving total authorizations of \$8,417,015 (Fairfax) for six projects, \$6,768,473 for two projects (Prince William), and \$5,259,522 (Loudoun) for three projects. It should be noted that these 11 projects account for more than half of the total nutrient reductions for the eligible FY 2024 projects.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

### Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of these projects, the proposed Project Funding List for this ninth round of SLAF funding includes 25 stormwater projects and one nutrient credit purchase in 14 localities totaling \$29,669,206.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.



**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2024 PROJECT FUNDING LIST**

GRANT RECIPIENT	PROJECT NAME	POINT TOTAL	GRANT AMOUNT
Fairfax County	Long Branch North at Arlington Boulevard	510	\$2,446,800
Fairfax County	Difficult Run Tributary at Government Center	424	\$1,146,200
Fairfax County	Accotink Creek Tributary at Carrleigh Parkway	406	\$977,100
Fairfax County	Old Courthouse Spring Branch Phase II	378	\$1,224,200
Fairfax County	Coon Branch at Annandale Park	310	\$1,795,500
Fairfax County	Little Pimmit Run Tributary at Woodland Terrace	292	\$827,215
Fairfax County Total			\$8,417,015
Prince William County	Powell's Creek Phase 2 and Lacrosse Tributary	310	\$3,646,073
Prince William County	Middle Dewey Creek Phase I	301	\$3,122,400
Prince William County Total			\$6,768,473
Loudoun County	Horsepen Run Stream Restoration	445	\$3,904,760
Loudoun County	Stormwater Facility JC77 Retrofit	360	\$780,684
Loudoun County	Conklin Park Constructed Wetland	328	\$574,078
Loudoun County Total			\$5,259,522
City of Virginia Beach	Bayville Lake Water Quality Improvement Project	403	\$930,000
City of Virginia Beach	Oceana Gardens Constructed Wetlands	213	\$1,308,750
City of Virginia Beach Total			\$2,238,750
City of Winchester	Jim Barnett Park Stream Restoration Project	458	\$1,370,058
Roanoke County	Restoration of Wolf Creek Phase 2	415	\$607,212
Roanoke County	Restoration of a Tributary to Mudlick Creek	389	\$531,425
Roanoke County Total			\$1,138,637
City of Colonial Heights	City of Colonial Heights TMDL Reduction	483	\$931,275
City of Staunton	Gypsy Hill Park Stream Restoration	370	\$913,534
City of Fairfax	Van Dyck Park Outfall Restoration	435	\$362,720
City of Fairfax	Providence Park Outfall Restoration	378	\$186,017
City of Fairfax	Traveler Street Outfall Restoration	362	\$137,902
City of Fairfax Total			\$686,639
York County	Celestial Way Stream Restoration Project	432	\$555,717
Hanover County	Beechwood Drive Outfall Restoration Plan	389	\$460,184
City of Hampton	Pembroke Pond Retrofit	387	\$396,975
City of Petersburg	Extension of Shirley Ave Stream Restoration	403	\$321,164
City of Lexington	Woods Creek Park Stormwater BMP	237	\$211,263
<b>TOTAL FUNDED</b>			<b>\$29,669,206</b>

Authorized by:

☒ Action approved as recommended *MSK*

☐ Action not approved as recommended

*[Signature]* 1/12/23  
Michael S. Rolband  
Director, DEQ



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** June 4, 2024

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 15, 2023. On January 8, 2024, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2024. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900.00. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Coon Branch at Annandale Park (Mason District)	\$3,590,300	\$1,795,500
Difficult Run Tributary at Government Center (Braddock District)	\$2,980,400	\$1,146,200
Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400	\$1,224,200
Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500	\$977,100
Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400	\$827,215
Long Branch North at Arlington Boulevard and Robin Ridge Court (Providence District)	\$5,048,400	\$2,446,800
<b>Total</b>	<b>\$21,107,400</b>	<b>\$8,417,015</b>

In accordance with SLAF Guidelines, the project funding list was drafted by DEQ to provide the greatest financial and environmental benefit to as many communities as possible. The maximum grant amount of \$5 million per jurisdiction may be adjusted at the discretion of the DEQ Director. Based on available funding and received applications, DEQ waived the maximum grant amount per jurisdiction and authorized funds for all six County applications.

**Office of the County Executive**  
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Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
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Board of Supervisors

Department of Environmental Quality Clean Water Financing and Assistance Program Grant

Funding Approval

Page 2 of 2

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The Fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$48 million in matching SLAF grant funds for 38 projects totaling over 15 miles of stream restoration. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively, in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachments: September 15, 2023, Memo to the County Executive  
DEQ Authorization of FY 2024 SLAF Project Funding List

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
Joni Calmbacher, Division Director, DPWES, Stormwater Planning Division



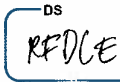



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 09/15/2023

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive 

**FROM:** Christopher Herrington, Director  
Department of Public Works and Environmental Services 

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County (County) stream restoration projects with a total estimated cost of \$21,107,400. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000, unless adjusted by the DEQ Director.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$38,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2022, are eligible for funding. Section E of the applications includes placeholder values for phosphorus and nitrogen reductions that will be updated once the revised laboratory analyses are received, likely the last week of September 2023. The revised analyses were required due to updates to the SLAF Program Guidelines. Applications must be submitted electronically no later than Monday, October 2, 2023, through the myDEQ Portal or emailed to [cwfap@deq.virginia.gov](mailto:cwfap@deq.virginia.gov).

The County proposes submitting the following six stream restorations:

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**Department of Public Works and Environmental Services****Director's Office**

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)

Board of Supervisors

Department of Environmental Quality Clean Water Financing and Assistance Program

Page 2 of 3

<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Coon Branch at Annandale Park (Mason District)	\$3,590,300
2. Difficult Run Tributary at Fairfax County Government Center (Braddock District)	\$2,980,400
3. Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400
4. Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500
5. Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400
6. Long Branch North at Arlington Blvd & Robin Ridge Court (Providence District)	\$5,048,400
<b>Total</b>	<b>\$21,107,400</b>

Since SLAF's inception in 2014, the County has successfully secured \$39,000,000 in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them by September 27, 2023, to Craig Carinci, Director, Department of Public Works and Environmental Services, Stormwater Planning Division. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci at 703-324-5500.

Approved:

DocuSigned by:  
  
 5CF669274C2440E  
 Bryan J. Hill  
 County Executive

09/19/2023

Date

Attachments: Cover Letter to Ms. Doran and six SLAF Grant Applications

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program  
Page 3 of 3

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division

*Commonwealth of Virginia**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY*

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Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

January 16, 2024

Craig Carinci, Director, Stormwater Planning  
Fairfax County  
[craig.carinci@fairfaxcounty.gov](mailto:craig.carinci@fairfaxcounty.gov)

Re: Stormwater Local Assistance Fund (SLAF)  
Fairfax County

Congratulations,

I am pleased to inform you that DEQ has authorized SLAF matching grant funds for your community for the project(s) and amounts shown below. This authorization is contingent upon compliance with all program requirements. Actual grant award will not occur until after your receipt of construction bids and DEQ's approval of a final project budget based on those bids.

***If program requirements have not been met and a grant agreement has not been executed by 6/30/2026, the funds authorization for the project(s) listed below will expire.*** My staff will be in contact with you in the near future to set up a meeting to discuss the next steps and schedule for moving forward with your project(s).

- SLAF Grant # 24-12 Old Courthouse Spring Branch Phase II at Ashgrove Historic Park – \$1,224,200
- SLAF Grant # 24-13 Accotink Creek Tributary at Carrleigh Parkway – \$977,100
- SLAF Grant # 24-14 Coon Branch at Annandale Park – \$1,795,500
- SLAF Grant # 24-15 Difficult Run Tributary at Government Center – \$1,146,200
- SLAF Grant # 24-16 Long Branch North at Arlington Boulevard and Robin Ridge Court – \$2,446,800
- SLAF Grant # 24-17 Little Pimmit Run Tributary at Woodland Terrace – \$827,215

Please do not hesitate to contact me at (804) 836-5912 if you have any questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Karen M. Doran".

Karen M. Doran, Manager  
Clean Water Financing and Assistance Program

cc: Wynn K. Prusaczyk – Regional Project Manager  
Darian C. Morgan - Regional Project Officer

ADMINISTRATIVE – 21

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Rocky Run Tributary at Dulles Access Road Stream Restoration Project (Dranesville District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Rocky Run Tributary at Dulles Access Road Stream Restoration project (Project) to restore approximately 1,186 linear feet of stream in the Difficult Run watershed (Tax Map No. 29-1) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Rocky Run Tributary at Dulles Access Road Stream Restoration	\$1,742,100	\$871,050	\$871,050

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On October 3, 2022, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal

Board Agenda Item  
May 13, 2025

Year 2023 SLAF grant solicitation. On January 20, 2023, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,413,900. This project was completed on September 21, 2023, and helped to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project is located in the Providence District in the Difficult Run watershed. Most of the project area falls within the McLean Hundred Homeowners' Association. The Project's calculated water quality benefits are annual reductions of 50 pounds of total phosphorus, 249.9 pounds of total nitrogen, and 85.1 tons of total suspended sediment.

On March 1, 2023, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 1.625. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$871,050. Grant funding of \$871,050 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 23-21 – February 28, 2025

Attachment 2 – DEQ Authorization FY2023 SLAF – January 20, 2023

Attachment 3 – Board of Supervisors Memorandum – March 1, 2023

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 23-21**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the

Fairfax County, Virginia (SLAF # 23-21)



definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

Fairfax County, Virginia (SLAF # 23-21)

**ARTICLE II**  
**SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

**ARTICLE III**  
**SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning January 1, 2019 and ending January 1, 2026.

**ARTICLE IV**  
**COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$871,050.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Fairfax County, Virginia (SLAF # 23-21)

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

Fairfax County, Virginia (SLAF # 23-21)

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

Fairfax County, Virginia (SLAF # 23-21)

**ARTICLE VII**  
**GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway Suite 449  
Fairfax, Virginia 22035  
Attn: Heather Ambrose, Project Coordinator  
Heather.ambrose@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

## **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

## **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

Edwards Alvie

xqp92569

By: \_\_\_\_\_

Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov



**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-21

**Project Description:**

The Rocky Run Tributary at Dulles Access Road stream restoration project will restore approximately 1,186 linear feet of an unnamed tributary in the Difficult Run watershed using Natural Channel Design. The project also includes restoration of a small tributary (Tributary 1), originating from a storm drain outfall located just north of the Dulles Access Road, which enters the southwest portion of the project site and flows for approximately 140 feet before joining the main stem channel. The majority of the project area is located within the McLean Hundred Homeowners' Association. To ensure the project can be maintained by Fairfax County, it is within storm drainage and floodplain easements provided to the County by the HOA.

Fairfax County, Virginia (SLAF #23-21)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-21

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Rocky Run Tributary at Dulles Access Road	\$382,100.00	\$382,100.00	50.00%	\$191,050.00
<b>Sub-Total</b>	\$382,100.00	\$382,100.00		\$191,050.00
<b>Construction</b>				
Rocky Run Tributary at Dulles Access Road	\$1,134,700.00	\$1,134,700.00	50.00%	\$567,350.00
<b>Sub-Total</b>	\$1,134,700.00	\$1,134,700.00		\$567,350.00
<b>Other</b>				
Rocky Run Tributary at Dulles Access Road				
Project Inspection Fees	\$161,000.00	\$161,000.00	50.00%	\$80,500.00
Permitting, Utilities, Printing, Test Pits, Relocation Costs	\$4,966.00	\$4,966.00	50.00%	\$2,483.00
Construction Contingencies	\$56,634.00	\$56,634.00	50.00%	\$28,317.00
Legal/Admin	\$2,700.00	\$2,700.00	50.00%	\$1,350.00
<b>Sub-Total</b>	\$225,300.00	\$225,300.00		\$112,650.00
<b>TOTALS</b>	<b>\$1,742,100.00</b>	<b>\$1,742,100.00</b>		<b>\$871,050.00</b>

Fairfax County, Virginia (SLAF #23-21)

**EXHIBIT C****PROJECT SCHEDULE**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-21

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Rocky Run Tributary at Dulles Access Road	Start Planning	January 2019
	Complete Planning	December 2024
	Start Construction	January 2025
	Complete Construction	December 2025

Fairfax County, Virginia (SLAF #23-21)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	\$871,050.00
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**  
(To be on Grantee's Letterhead)

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Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 23-21  
Rocky Run Tributary at Dulles Access Road Stream Restoration

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee) Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #23-21)

CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-21

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #23-21)

**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 23-21 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Rocky Run Tributary at Dulles Access Road	\$382,100.00	\$382,100.00	\$191,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$191,050.00
<b>Sub-Total</b>	\$382,100.00	\$382,100.00	\$191,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$191,050.00
<b>Construction</b>								
Rocky Run Tributary at Dulles Access Road	\$1,134,700.00	\$1,134,700.00	\$567,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$567,350.00
<b>Sub-Total</b>	\$1,134,700.00	\$1,134,700.00	\$567,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$567,350.00
<b>Other</b>								
Rocky Run Tributary at Dulles Access Road								
Project Inspection Fees	\$161,000.00	\$161,000.00	\$80,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,500.00
Permitting, Utilities, Printing, Test Pits, Relocation Costs	\$4,966.00	\$4,966.00	\$2,483.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,483.00
Construction Contingencies	\$56,634.00	\$56,634.00	\$28,317.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,317.00
Legal/Admin	\$2,700.00	\$2,700.00	\$1,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,350.00
<b>Sub-Total</b>	\$225,300.00	\$225,300.00	\$112,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112,650.00
<b>Totals</b>	<b>\$1,742,100.00</b>	<b>\$1,742,100.00</b>	<b>\$871,050.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$871,050.00</b>

<b>Total Grant Amount:</b>	<u>\$871,050.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$871,050.00</u>

Fairfax County, Virginia (SLAF #23-21)

## EXHIBIT E

**DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-21

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset  
Fairfax County, Virginia (SLAF #23-21)



is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218



(800) 592-5482 FAX (804) 698-4178

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director   
**FROM:** Scott Morris, Water Division Director   
**DATE:** January 20, 2023  
**SUBJECT:** Authorization of FY 2023 SLAF Project Funding List

**Purpose**

In order to reduce pollution from stormwater runoff, the Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of the Fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved Guidelines for the implementation of the SLAF program in 2013 with those Guidelines revised by the Board in December 2016 and most recently June 2022. The Guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Through seven rounds of SLAF funding, 290 projects have been authorized totaling approximately \$147 million. An eighth solicitation for SLAF applications was recently conducted for FY 2023 and the applications received have been evaluated in accordance with the approved Guidelines. This memorandum informs you of the results of the evaluation process and the staff recommendations for the authorization of projects to be included in the FY 2023 Project Funding List.

**Applications Received**

On August 1, 2022, staff solicited SLAF applications from all local governments in the Commonwealth. October 3, 2022 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 25 localities for 41 stormwater projects and six nutrient credit projects totaling \$37,644,469.



Funding Availability for FY 2023

In FY 2022, \$25 million in SLAF funding was provided to DEQ. Additionally, approximately \$50 million of unallocated funds exist from previous SLAF appropriations. As such approximately \$75 million is available to be authorized for FY 2023 SLAF projects.

Application Evaluation

All 41 stormwater projects and six nutrient credit applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$37,644,469, less than the \$75 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated with site visits. As a result of those visits and additional evaluation, staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding because the projects had already received SLAF grants.
- Two projects were determined to be ineligible for funding due to inadequate readiness to proceed. One of these projects did not supply the required information for stream restoration projects, while the other did not supply an articulated concept for an eligible best management practice.
- One project was determined to be ineligible for funding since it was not an eligible best management practice.
- One project was determined to be ineligible for funding because it exceeded what was considered a reasonable cost per pound of nutrient removal at over \$97,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Due to the amount of available funding exceeding the amount of requests, the program is recommending to suspend the locality maximum in FY 2023. This suspension would result in one locality, Fairfax County, receiving a total authorization of \$7,736,000 funding six projects. It should be noted that these six projects rank in the top twenty on the Project Funding List and account for just under one quarter of nutrients removed by the full list.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

  
AAM

**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2023 PROJECT FUNDING LIST**

<b>GRANT RECIPIENT</b>	<b>PROJECT NAME</b>	<b>POINT TOTAL</b>	<b>GRANT AMOUNT</b>
Abermarle County	Biscuit Run Stream Restoration Phase 1	522	\$859,635
City of Harrisonburg	Virginia Mennonite Retirement Center Constructed Wetland	500	\$1,007,325
City of Petersburg	Shirley Avenue Stream Restoration	497	\$825,311
Fairfax County	Popes Head Tributary at Havenner Road Stream Restoration	489	\$1,711,250
Fairfax County	Colvin Run Stream Restoration Phase II at Lake Fairfax Park	487	\$2,240,950
City of Norfolk	Riverside Memorial Cemetery Shoreline Restoration	483	\$840,000
Town of Dumfries	Quantico Creek Stream Restoration Phase II	474	\$376,257
Town of Bridgewater	Oakdale Park Wet Pond	471	\$243,700
Fauquier County	Fauquier County Nutrient Credit Purchase (Rappahannock Watershed)	466	\$43,500
City of Manassas	Liberia House Stream Restoration	466	\$1,299,345
City of Virginia Beach	Chatham Hall Water Quality Improvement Project	460	\$1,701,750
City of Waynesboro	Loth Springs Natural Area	458	\$1,045,803
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed)	457	\$50,000
Fairfax County	Rocky Branch Tributary Stream Restoration at Ashlawn Park	457	\$896,900
City of Manassas	Round Elementary Stream Restoration	451	\$1,503,522
City of Virginia Beach	Kemps Lake Water Quality Improvement Project	451	\$7,260,000
City of Colonial Heights	City of Colonial Heights TMDL Reduction	443	\$311,625
City of Winchester	Jim Barnett Park Outfall and Gully Stabilization Projects	442	\$221,417
City of Staunton	Cole Avenue Stream Restoration	440	\$727,800
Fairfax County	Cameron Run Tributary Stream Restoration at La Vista Drive	440	\$871,850
Fairfax County	Rocky Run Tributary Stream Restoration at Dulles Access Road	439	\$871,050
Loudoun County	Loudoun County FY22 Nutrient Credit Purchase	438	\$148,500
Fairfax County	Dogue Creek Tributary Stream Restoration at Greendale Golf Course	433	\$1,821,900
Loudoun County	Ashburn Lake Pond Enhancement	428	\$2,130,446
City of Norfolk	Walters Drive Shoreline Restoration	428	\$225,000
City of Fairfax	Stormwater Non-Point Source Nutrient Credits Purchase	425	\$300,000
Hanover County	Rutland Pond (T-40) Enhancement	417	\$256,557
Arlington County	Sparrow Pond Constructed Wetland Retrofit	416	\$917,286
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed FY23)	415	\$70,000
Loudoun County	Rostormel Court Outfall Restoration	410	\$319,147
City of Charlottesville	Riverview Park Stormwater Outfall Restoration	410	\$90,989
Henrico County	Three Lakes Park Stream Restoration Project	406	\$1,121,935
City of Hampton	Mill Point Living Shoreline	406	\$1,575,017
Henrico County	Ridgefield Parkway BMP and Stream Restoration Project	400	\$168,130
City of Charlottesville	Kenwood Circle Bioretention Retrofit	393	\$169,053
City of Virginia Beach	Laurel Cove Water Quality Improvements	390	\$256,950
Loudoun County	Conklin Park Stream Restoration	387	\$1,408,185
Town of Ashland	Stony Run Stream Restoration	383	\$234,588
Henrico County	Reynolds Community College Stream Restoration Project	379	\$360,455
City of Chesapeake	Etheridge Manor Blvd Hydrodynamic Separator	355	\$136,559
Town of Ashland	Maple Street Dry Swale	326	\$133,700
<b>TOTAL FUNDED</b>			<b>\$36,753,383</b>




Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of projects, the proposed Project Funding List for this eighth round of SLAF funding includes 35 stormwater projects and six nutrient credit purchases in 22 localities totaling \$36,753,383.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

 Action approved  
as recommended

 1/25/23  
\_\_\_\_\_  
Michael S. Rolband  
Director, DEQ



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** March 1, 2023

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance  
Program Grant Funding Approval

This is a follow-up to my memo to you dated September 27, 2022. On January 20, 2023, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2023. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Popes Head at Havenner Rd (Springfield District)	\$3,422,500	\$1,711,250
Colvin Run at Lake Fairfax Park (Hunter Mill District)	\$4,481,900	\$2,240,950
Rocky Branch Trib at Ashlawn Park (Providence District)	\$1,793,800	\$896,900
Rocky Run Trib at Dulles Access Rd (Dranesville District)	\$1,742,100	\$871,050
Dogue Creek Trib at Greendale Golf Course (Franconia District)	\$3,643,800	\$1,821,900
Cameron Run at LaVista (Franconia District)	\$1,743,700	\$871,850
<b>Total</b>	<b>\$16,827,800</b>	<b>\$8,413,900</b>

The grant guidelines had a \$5 million cap on funds per jurisdiction; however, based on available funding and received applications, DEQ authorized funds of more than the stated cap to the County. These six projects rank in the top 20 of DEQ's project funding list and account for just under one quarter of nutrients removed from the full list.

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$40 million in matching SLAF grant funds for 32 projects. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors' (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachment: September 27, 2022, Memo to the Board

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services





# County of Fairfax, Virginia

## MEMORANDUM

**DATE:** Sept. 27, 2022

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill *[Signature]*  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

In order to reduce non-point source pollution from stormwater runoff, the Virginia General Assembly included Item 360 in Chapter 860 of the Acts of Assembly (the Commonwealth's 2013-2014 Budget) which set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF). The purpose of the fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Department of Environmental Quality (DEQ) has advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is available. The minimum grant amount per local government is \$50,000 and the maximum grant amount per local government is \$5,000,000.

Applications are being solicited for stormwater projects including: i) new stormwater best management practices; ii) stormwater best management practice retrofits; iii) stream restoration; iv) low impact development projects; v) buffer restorations; vi) pond retrofits; and vii) wetlands restoration. Only projects which started construction on or after August 1, 2021, will be considered eligible for funding.

The state will review applications and rank them in accordance with their priority ranking criteria. Based on that ranking process, the DEQ Director will authorize a project funding list and issue Letters of Commitment to all recipients on the authorized project funding list so that they may proceed with their projects with the certainty of a funding commitment.

Fairfax County has submitted applications for SLAF grant funding to DEQ for the following six stream restoration projects. These projects have either already started construction or are scheduled to begin construction in FY 2023 or 2024, as funding allows:

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12000 Government Center Parkway, Suite 552  
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Board of Supervisors  
 Department of Environmental Quality Clean Water Financing and Assistance Program  
 Page 2 of 2

<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Rocky Branch Tributary at Ashlawn Park (Providence District)	\$1,793,800
2. Popes Head Creek Tributary at Havenner Road (Springfield District)	\$3,422,500
3. Colvin Run Phase II at Lake Fairfax Park (Hunter Mill District)	\$4,481,900
4. Dogue Creek Tributary at Greendale Golf Course (Franconia District)	\$3,643,800
5. Cameron Run Tributary at La Vista Drive (Franconia District)	\$1,743,700
6. Rocky Run Tributary at Dulles Access Road (Dranesville District)	\$1,742,100
<b>Total</b>	<b>\$16,827,800</b>

The maximum assistance that could be provided through SLAF grants for these five projects is \$5,000,000.

cc: Rachel Flynn, Deputy County Executive  
 Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
 Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
 Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ms. Karen Doran, CWFAP Program Director  
Virginia Department of Environmental Quality  
1111 East Main Street, Suite 1400  
P.O. Box 1105  
Richmond, VA 23219

Reference: Stormwater Local Assistance Fund Grant, Department of Environmental Quality  
Application and Solicitation Package from Fairfax County

Dear Ms. Doran:

This is a response to Department of Environmental Quality's (DEQ) recent announcement of the Stormwater Local Assistance Fund (SLAF) grant.

We are providing SLAF applications that contain information and request funding assistance for the following six stream restoration projects. The projects are listed in our preferred priority for consideration.

1. Rocky Branch Tributary at Ashlawn Park
2. Popes Head Creek Tributary at Havenner Road
3. Colvin Run Phase II at Lake Fairfax Park
4. Dogue Creek Tributary at Greendale Golf Course
5. Cameron Run Tributary at La Vista Drive
6. Rocky Run Tributary at Dulles Access Road

These projects either started construction after August 1, 2021, or will begin construction in fiscal year 2023 or 2024 as funding is available. We understand the maximum award per jurisdiction is \$5,000,000; however, based on communication with your office, we have submitted applications with a total that exceeds this amount.

If you have any questions or need additional assistance, please contact Craig Carinci, Director Stormwater Planning Division at 703-324-5500.

Sincerely,

  
Bryan J. Hill  
County Executive

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Office of the County Executive  
12000 Government Center Parkway, Suite 552  
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Karen Doran  
Stormwater Local Assistance Fund Grant, Department of Environmental Quality Application and  
Solicitation Package from Fairfax County  
Page 2 of 2

Enclosure: SLAF Applications

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental  
Services (DPWES)  
Eleanor Ku Coddling, Deputy Director, DPWES Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 9/19/2022

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive

**FROM:** Christopher Herrington, Director *CSA*  
Department of Public Works and Environmental Services

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County stream restoration projects with a total estimated cost of \$16,827,800. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2021, are eligible for funding. Applications must be postmarked by Monday, October 3, 2022.

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Department of Public Works and Environmental Services

Director's Office

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)



Bryan J. Hill  
Department of Environmental Quality, Clean Water Financing and Assistance Program  
Page 2 of 2

Thank you for your previous support of this program. Since SLAF's inception in 2014, the County has successfully secured \$31 million in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them to Craig Carinci, Director, Stormwater Planning Division, Department of Public Works and Environmental Services. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci, at 703-324-5500.

Approved:

  
Bryan J. Hill  
County Executive

9/27/2022  
Date

Attachments: SLAF Applications and Cover Letter to Ms. Doran

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division

ADMINISTRATIVE – 22

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Piney Run at Lake Werowance Stream Restoration Project (Dranesville District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Piney Run at Lake Werowance Stream Restoration project (Project) to restore approximately 4,300 linear feet of Piney Run and tributaries (Tax Map Nos. 12-4 & 13-3) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Piney Run at Lake Werowance Stream Restoration Project	\$3,821,930	\$1,816,436	\$2,005,494

TIMING:

Board approval is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On July 26, 2021, County staff submitted applications for SLAF grants to DEQ for five-stream restoration and water quality improvement projects in response to the Fiscal

Board Agenda Item  
May 13, 2025

Year 2021 SLAF grant solicitation. On November 23, 2021, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$9,698,650. This project was completed on January 23, 2023, and helped the County meet its Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

The Project was constructed in the Dranesville District on property owned by Lake Werowance, Inc., a non-profit 501(c)(3). The Project's calculated water quality benefits are annual reductions of 708.5 pounds of total phosphorous, 2,047.7 pounds of total nitrogen, and 122.1 tons of total suspended sediment.

On February 8, 2022, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 1.125. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project was \$2,005,494. Grant funding of \$1,816,436 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – Grant Agreement SLAF 21-04 – March 20, 2025  
Attachment 2 – DEQ Authorization FY2021 SLAF – November 23, 2021  
Attachment 3 – Board of Supervisors Memorandum - February 8, 2022

STAFF:

Jennifer Miller, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES  
Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney



**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 21-04**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the

Fairfax County, Virginia (SLAF # 21-04)

definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

Fairfax County, Virginia (SLAF # 21-04)

**ARTICLE II**  
**SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

**ARTICLE III**  
**SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning January 1, 2019 and ending July 31, 2023.

**ARTICLE IV**  
**COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$1,816,436.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of one thousand (\$1,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

Fairfax County, Virginia (SLAF # 21-04)

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

## **ARTICLE VI** **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

6.3 Extraordinary Conditions.

(a) The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(1) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(2) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

(b) If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(a)(2), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

## **ARTICLE VII** **GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious

Fairfax County, Virginia (SLAF # 21-04)

creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after final payment. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway Suite 449  
Fairfax, Virginia 22035-0052  
Attn: Joni Calmbacher, Director – Stormwater Planning Division  
Joni.Calmbacher@fairfaxcounty.gov

AND

Attn: Paul Reynolds, Chief – Watershed Project Implementation Branch-South  
Paul.Reynolds@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

Fairfax County, Virginia (SLAF # 21-04)

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

**ARTICLE VIII  
COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**ARTICLE IX  
CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

**Edwards Alvie**

By: \_\_\_\_\_

xqp92569

Digitally signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2025.03.18 09:03:20 -04'00'

Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

Fairfax County, Virginia (SLAF # 21-04)



**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 21-04

Project Description:

Piney Run at Lake Werowance Stream Restoration: The Piney Run at Lake Werowance stream restoration project will restore 4,300 linear feet of Piney Run and tributaries using Natural Channel Design.

Fairfax County, Virginia (SLAF #21-04)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 21-04

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Piney Run at Lake Werowance Stream Restoration	\$987,000.00	\$797,944.00	50.00%	\$398,972.00
<b>Sub-Total</b>	\$987,000.00	\$797,944.00		\$398,972.00
<b>Construction</b>				
Piney Run at Lake Werowance Stream Restoration	\$2,279,843.00	\$2,279,842.00	50.00%	\$1,139,921.00
<b>Sub-Total</b>	\$2,279,843.00	\$2,279,842.00		\$1,139,921.00
<b>Other</b>				
Piney Run at Lake Werowance Stream Restoration				
Construction Contingencies	\$113,992.00	\$113,992.00	50.00%	\$56,996.00
Legal/Administration	\$8,878.00	\$8,878.00	50.00%	\$4,439.00
Land, Right-of-Way	\$85,260.00	\$85,260.00	50.00%	\$42,630.00
Project Inspection Fees	\$320,000.00	\$320,000.00	50.00%	\$160,000.00
Permitting, Utilities	\$26,956.78	\$26,956.00	50.00%	\$13,478.00
<b>Sub-Total</b>	\$555,086.78	\$555,086.00		\$277,543.00
<b>TOTALS</b>	<b>\$3,821,929.78</b>	<b>\$3,632,872.00</b>		<b>\$1,816,436.00</b>

Fairfax County, Virginia (SLAF #21-04)

**EXHIBIT C****PROJECT SCHEDULE**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 21-04

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Piney Run at Lake Werowance Stream Restoration	Start Planning	January 2019
	Complete Planning	November 2021
	Start Construction	December 2021
	Complete Construction	July 2023

Fairfax County, Virginia (SLAF #21-04)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	\$1,816,436.00
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**  
(To be on Grantee's Letterhead)

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Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 21-04  
Piney Run at Lake Werowance Stream Restoration

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee)

Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #21-04)

CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 21-04

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #21-04)

**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 21-04 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Piney Run at Lake Werowance Stream Restoration	\$987,000.00	\$797,944.00	\$398,972.00	\$0.00	\$0.00	\$0.00	\$0.00	\$398,972.00
<b>Sub-Total</b>	\$987,000.00	\$797,944.00	\$398,972.00	\$0.00	\$0.00	\$0.00	\$0.00	\$398,972.00
<b>Construction</b>								
Piney Run at Lake Werowance Stream Restoration	\$2,279,843.00	\$2,279,842.00	\$1,139,921.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,139,921.00
<b>Sub-Total</b>	\$2,279,843.00	\$2,279,842.00	\$1,139,921.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,139,921.00
<b>Other</b>								
Piney Run at Lake Werowance Stream Restoration								
Construction Contingencies	\$113,992.00	\$113,992.00	\$56,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,996.00
Legal/Administration	\$8,878.00	\$8,878.00	\$4,439.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,439.00
Land, Right-of-Way	\$85,260.00	\$85,260.00	\$42,630.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,630.00
Project Inspection Fees	\$320,000.00	\$320,000.00	\$160,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160,000.00
Permitting, Utilities	\$26,956.78	\$26,956.00	\$13,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,478.00
<b>Sub-Total</b>	\$555,086.78	\$555,086.00	\$277,543.00	\$0.00	\$0.00	\$0.00	\$0.00	\$277,543.00
<b>Totals</b>	<b>\$3,821,929.78</b>	<b>\$3,632,872.00</b>	<b>\$1,816,436.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,816,436.00</b>

<b>Total Grant Amount:</b>	<u>\$1,816,436.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$1,816,436.00</u>

Fairfax County, Virginia (SLAF #21-04)

**EXHIBIT E****DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**


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Grantee: Fairfax County, Virginia

SLAF Grant No.: 21-04

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset Fairfax County, Virginia (SLAF #21-04)



is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482 FAX (804) 698-4178

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Ann F. Jennings  
Secretary of Natural and Historic Resources

David K. Paylor  
Director  
(804) 698-4000

**MEMORANDUM**

**TO:** David K. Paylor, DEQ Director

**FROM:** Valerie Thomson, Director of Administration *Valerie Thomson*

**DATE:** November 23, 2021

**SUBJECT:** Authorization of FY 2021 SLAF Project Funding List

Purpose

In order to reduce pollution from stormwater runoff, the Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of the Fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved Guidelines for the implementation of the SLAF program in 2013 and those Guidelines were revised by the Board in December 2016. The Guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Through the first six rounds of SLAF funding, you have authorized 240 projects totaling approximately \$113 million. A seventh solicitation for SLAF applications was recently conducted for FY 2021 and the applications received have been evaluated in accordance with the approved Guidelines. This memorandum informs you of the results of the evaluation process and the staff recommendations for the authorization of projects to be included in the FY 2021 Project Funding List.

Applications Received

On June 7, 2021, staff solicited SLAF applications from all local governments in the Commonwealth. July 30, 2021 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 25 localities for 49 stormwater projects and three nutrient credit projects totaling \$36,544,743.

Funding Availability for FY 2021

In FY 2021, \$50,000,000 in SLAF funding was provided to DEQ and will be available for FY 2021 projects.

Application Evaluation

All 49 stormwater projects and three nutrient credit applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$36,544,743, less than the \$50,000,000 currently available.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Due to the amount of available funding exceeding the amount of requests, the program is recommending suspending the locality maximum in FY21. This suspension would result in one locality, Fairfax County receiving a total authorization of \$9,698,650 funding five projects. It should be noted that these five projects rank in the top eight on the Project Funding List and are estimated to remove 4,247 pounds of total phosphorus, accounting for just under half of the pounds of total phosphorus removed by the full list. Two projects were determined to be ineligible for funding because they exceeded the established maximum cost of \$50,000 per pound of phosphorus removed.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated with site visits. As a result of those visits and additional evaluation, each of the projects is recommended for authorization.

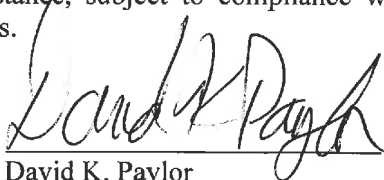
Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted at a number of projects, the proposed Project Funding List for this seventh round of SLAF funding includes 47 stormwater projects and three nutrient credit purchases in 25 localities totaling \$34,330,827.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities/projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

✓ Action approved  
as recommended

Authorized by:

  
David K. Paylor  
Director, DEQ

**STORMWATER LOCAL ASSISTANCE FUND  
FY 2021 PROJECT FUNDING LIST**

LOCALITY	PROJECT NAME	AMOUNT FUNDED
Fairfax County	Rabbit Branch Tributary at Collingham Drive	\$3,495,750
Fairfax County	Scotts Run at Old Meadow Run Park	\$1,093,100
City of Petersburg	Fleets Branch Stream Restoration Phase 2	\$497,523
Fairfax County	Piney Run at Lake Werowance	\$2,405,300
City of Harrisonburg	Blacks Run South Stream Restoration	\$1,402,018
Fairfax County	Accotink Tributary at Danbury Forest	\$1,587,800
Henrico County	Adams Elementary School Stream Restoration	\$197,495
Fairfax County	Leigh Meadow and Towlston Basin and Stream Restoration Project	\$1,116,700
Augusta County	Moffett Branch Restoration	\$926,325
City of Suffolk	Hydrodynamic Separator at Suffolk Seaboard Railroad Museum	\$195,237
Town of Christiansburg	Christiansburg Industrial Park Channel Restoration	\$283,455
City of Waynesboro	Hopeman Station Detention Pond Conversion	\$525,000
Loudoun County	Nutrient Credit Purchase	\$214,500
Augusta County	Cold Springs Nutrient Credit Purchase Phase 1	\$205,242
Augusta County	Cold Springs Nutrient Credit Purchase Phase 2	\$197,497
Town of Vinton	Woodland Place Stream Restoration	\$285,000
Town of Vienna	Hunters Branch Phase 2	\$960,000
City of Roanoke	Garnand Branch Stream Restoration	\$754,595
City of Manassas	Lucasville Regional Stormwater Facility Retrofit	\$773,915
Prince William County	Chinn Park Stream Restoration	\$541,406
Henrico County	Lake Overton Retrofit and Dam Improvements	\$415,000
City of Fredericksburg	Smith Run Pond D Retrofit	\$977,783
James City County	Ney Court Stream Restoration	\$220,579
Henrico County	Hidden Creek Park Stream Restoration	\$534,770
County of Roanoke	Restoration of Wolf Creek Phase 2	\$350,000
City of Newport News	Brick Church Road Level 2 Wet Pond	\$1,080,697
City of Norfolk	Granby Park Living Shoreline	\$103,856
Henrico County	Wilder Middle School Stream Restoration	\$320,746
Loudoun County	Willow Lake BMP Retrofits	\$740,625
Henrico County	Deitrick Road Outfall Stabilization	\$113,707
Town of Herndon	Sugarland Run South	\$830,000
City of Norfolk	Pleasant Point Living Shoreline	\$243,806
James City County	Collington Court Stream Restoration	\$171,506
City of Fairfax	Stafford Drive Stream Restoration	\$1,175,000
City of Fairfax	Outfall and Gully Stabilization Projects	\$477,580
Town of Leesburg	Town Branch Stream Restoration	\$1,000,000
Town of Warrenton	Trib to Cedar Run Stream Restoration	\$991,185
Loudoun County	Countryside Outfall Restoration	\$295,625
York County	Larkin Run Stream Restoration	\$460,000
Prince William County	Chinn Park Stormwater Management Facility Retrofit	\$370,755
City of Norfolk	Meadow Lake Retrofit	\$339,937
City of Williamsburg	Port Anne Outfall Stabilization and Stream Restoration	\$191,814
York County	Country Lane Stream Restoration	\$471,023
Prince William County	Stormwater Management Facility #386	\$382,767
City of Newport News	Governor Drive Stream Restoration & BMP	\$794,920
Loudoun County	Confluence Park Outfall Stabilization	\$218,000
James City County	Tewning BMP Retrofit	\$218,334
City of Fairfax	Ashby Pond Conservancy Wet Pond Enhancement	\$588,231
James City County	Grove Water Quality Improvements	\$317,344
City of Fredericksburg	Village of Idlewild Stream Restoration	\$2,277,379
<b>TOTAL FUNDED</b>		<b>\$34,330,827</b>



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** Feb. 8, 2022

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive *[Signature]*

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to the attached memorandum to you dated July 20, 2021, regarding stormwater grant applications. On December 22, 2021, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY2021. All five Fairfax County (County) applications were selected for funding with a total authorization of \$9,698,650. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Rabbit Branch Tributary at Collingham Drive (Braddock District)	\$6,991,500	\$3,495,750
Scotts Run at Old Meadow Run Park (Providence District)	\$2,281,900	\$1,093,100
Piney Run at Lake Werowance (Dranesville District)	\$4,948,000	\$2,405,300
Accotink Tributary at Danbury Forest (Braddock District)	\$3,437,600	\$1,587,800
Leigh Meadow and Towlston Basin (Dranesville District)	<u>\$2,472,900</u>	<u>\$1,116,700</u>
<b>Total</b>	<b>\$20,131,900</b>	<b>\$9,698,650</b>

The grant guidelines had a \$5 million cap on funds per jurisdiction; however, based on available funding and received applications, DEQ authorized funds more than the stated cap to the County. These five projects rank in the top eight of DEQ's project funding list and are estimated to remove 4,247 pounds of total phosphorus per year, accounting for just under half of the pounds of total phosphorus removed by all funded projects.

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Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

The County staff will work with DEQ on the paperwork needed to award the grants for the five projects identified above.

In addition to the County's SLAF FY2021 award, DEQ also authorized matching grant funds in the amount of \$960,000 for the Hunters Branch Phase 2 Stream Restoration project for the Town of Vienna (Town), and \$830,000 for the Sugarland Run South Stream Restoration project for the Town of Herndon.

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$31 million in matching SLAF grant funds for 26 projects. The Town has been awarded \$5 million in matching SLAF grant funds for six projects. The FY2021 SLAF award is the first for the Town of Herndon. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors' (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachment: July 20, 2021, Memorandum to the Board

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services





## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** July 20, 2021

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive *[Signature]*

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

In order to reduce non-point source pollution from stormwater runoff, the Virginia General Assembly included Item 360 in Chapter 860 of the Acts of Assembly (the Commonwealth's 2013-2014 Budget) which set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF). The purpose of the fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Department of Environmental Quality (DEQ) has advertised that approximately \$50,000,000 in matching SLAF grant funds for stormwater projects is available. The minimum grant amount per local government is \$50,000, and the maximum grant amount per local government is \$5,000,000. This means that projects must have at least \$100,000 in eligible project costs to be considered, and any project that exceeds \$10,000,000 in eligible project costs will receive no more than \$5,000,000 in grant funds.

Applications are being solicited for stormwater projects including: i) new stormwater best management practices; ii) stormwater best management practice retrofits; iii) stream restoration; iv) low impact development projects; v) buffer restorations; vi) pond retrofits; and vii) wetlands restoration. Projects which started construction on or after July 1, 2020, will be considered eligible for this funding.

The state will review applications and rank them in accordance with their priority ranking criteria. Based on that ranking process, the DEQ Director will authorize a project funding list and issue Letters of Commitment to all recipients on the authorized project funding list so that they may proceed with their projects with the certainty of a funding commitment.

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Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program  
Page 2 of 2

Fairfax County has submitted applications for SLAF grant funding to DEQ for the following five stream restoration projects. These projects have either already started construction or are scheduled to begin construction in fiscal year 2022, as funding allows:

<b><u>Project Title</u></b>	<b><u>Total Project Estimate</u></b>
1. Scotts Run at Old Meadow Road Park (Providence District)	\$2,281,900
2. Leigh Meadow and Towlston (Dranesville District)	\$2,472,900
3. Rabbit Branch Tributary at Collingham Drive (Braddock District)	\$6,991,500
4. Piney Run at Lake Werowance (Dranesville District)	\$4,948,000
5. Accotink Tributary at Danbury Forest (Braddock District)	\$3,437,600
<b>Total</b>	<b>\$20,131,900</b>

The maximum assistance that could be provided through SLAF grants for these five projects is \$5,000,000.

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services



ADMINISTRATIVE – 23

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Long Branch North at Arlington Boulevard and Robin Ridge Court Stream Restoration Project (Providence District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Long Branch North at Arlington Boulevard and Robin Ridge Court Stream Restoration project (Project) to restore approximately 4,200 linear feet of Long Branch in the Accotink watershed (Tax Map No. 49-3) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Long Branch North at Arlington Boulevard and Robin Ridge Court Stream Restoration	\$5,024,300	\$2,446,800	\$2,577,500

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Board Agenda Item  
May 13, 2025

On October 2, 2023, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal Year 2024 SLAF grant solicitation. On January 8, 2024, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,417,015. Construction on this project is scheduled to begin in July 2025 and will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project is located on private property but within storm drainage and floodplain easements. The Project's calculated water quality benefits are annual reductions of 700.2 pounds of total phosphorus, 2,494.6 pounds of total nitrogen, and 775.7 tons of total suspended sediment.

On June 4, 2024, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 2.5. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$2,577,500. Grant funding of \$2,446,800 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 24-16 – February 21, 2025

Attachment 2 – DEQ Authorization FY2024 SLAF – January 8, 2024

Attachment 3 – Board of Supervisors Memorandum – June 4, 2024

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 24-16**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with,

Fairfax County, Virginia (SLAF # 24-16)

among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

## **ARTICLE II**

### **SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

**ARTICLE III**  
**SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning September 1, 2018 and ending January 30, 2027.

**ARTICLE IV**  
**COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$2,446,800.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department,

subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and



(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway Suite 449  
Fairfax, Virginia 22035  
Attn: Heather Ambrose, Project Coordinator  
heather.ambrose@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

Fairfax County, Virginia (SLAF # 24-16)

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

**ARTICLE VIII  
COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**ARTICLE IX  
CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

Edwards Alvie

By: xqp92569 Digitally signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2025.02.10 14:58:34 -05'00' Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

---

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-16

**Project Description:**

Long Branch North at Arlington Boulevard and Robin Ridge Court: The Long Branch North at Arlington Blvd and Robin Ridge Rd stream restoration project will restore approximately 4,200 linear feet of Long Branch in the Accotink watershed using Natural Channel Design. Restoration objectives include stream bed and bank stabilization, public safety, infrastructure protection, water quality improvement, aquatic and riparian habitat enhancement, and floodplain reconnection. The project will provide a stable cross section dimension, pattern, and profile for the stream; utilize instream rock and wood structures to provide stability and enhance habitat; and restore a native riparian buffer. The project will maintain channel capacity, provide long-term stability, and reduce sediment and nutrient loads conveyed downstream.

Fairfax County, Virginia (SLAF #24-16)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-16

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Long Branch N. at Arlington Blvd and Robin Ridge Ct.	\$735,200.00	\$735,200.00	50.00%	\$367,600.00
<b>Sub-Total</b>	<b>\$735,200.00</b>	<b>\$735,200.00</b>		<b>\$367,600.00</b>
<b>Construction</b>				
Long Branch N. at Arlington Blvd and Robin Ridge Ct.	\$3,495,600.00	\$3,495,600.00	50.00%	\$1,747,800.00
<b>Sub-Total</b>	<b>\$3,495,600.00</b>	<b>\$3,495,600.00</b>		<b>\$1,747,800.00</b>
<b>Other</b>				
Long Branch N. at Arlington Blvd and Robin Ridge Ct.				
Legal/Administration	\$5,800.00	\$0.00	50.00%	\$0.00
Land, Right-of-Way	\$25,000.00	\$0.00	50.00%	\$0.00
Project Inspection Fees	\$588,000.00	\$588,000.00	50.00%	\$294,000.00
Construction Contingencies	\$174,700.00	\$74,800.00	50.00%	\$37,400.00
<b>Sub-Total</b>	<b>\$793,500.00</b>	<b>\$662,800.00</b>		<b>\$331,400.00</b>
<b>TOTALS</b>	<b>\$5,024,300.00</b>	<b>\$4,893,600.00</b>		<b>\$2,446,800.00</b>

Fairfax County, Virginia (SLAF #24-16)

**EXHIBIT C****PROJECT SCHEDULE**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-16

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Long Branch North at Arlington Boulevard and Robin Ridge Court	Start Planning	September 2018
	Complete Planning	June 2025
	Start Construction	July 2025
	Complete Construction	December 2026

Fairfax County, Virginia (SLAF #24-16)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	\$2,446,800.00
<b>July – September 2027</b>	
<b>October – December 2027</b>	

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**

(To be on Grantee's Letterhead)

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Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 24-16  
Long Branch North at Arlington Boulevard and Robin Ridge Court

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee) Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #24-16)



CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-16

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #24-16)

**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 24-16 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Long Branch N. at Arlington Blvd and Robin Ridge Ct.	\$735,200.00	\$735,200.00	\$367,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$367,600.00
<b>Sub-Total</b>	\$735,200.00	\$735,200.00	\$367,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$367,600.00
<b>Construction</b>								
Long Branch N. at Arlington Blvd and Robin Ridge Ct.	\$3,495,600.00	\$3,495,600.00	\$1,747,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,747,800.00
<b>Sub-Total</b>	\$3,495,600.00	\$3,495,600.00	\$1,747,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,747,800.00
<b>Other</b>								
Long Branch N. at Arlington Blvd and Robin Ridge Ct.								
Legal/Administration	\$5,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land, Right-of-Way	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Inspection Fees	\$588,000.00	\$588,000.00	\$294,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$294,000.00
Construction Contingencies	\$174,700.00	\$74,800.00	\$37,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,400.00
<b>Sub-Total</b>	\$793,500.00	\$662,800.00	\$331,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$331,400.00
<b>Totals</b>	<b>\$5,024,300.00</b>	<b>\$4,893,600.00</b>	<b>\$2,446,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,446,800.00</b>

<b>Total Grant Amount:</b>	<u>\$2,446,800.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$2,446,800.00</u>

Fairfax County, Virginia (SLAF #24-16)

## EXHIBIT E

**DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 24-16

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset Fairfax County, Virginia (SLAF #24-16)

is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director *MSR*  
**THROUGH:** James Golden, Director of Central Operations *JG*  
 Scott Morris, Water Division Director *SM*  
**FROM:** Karen Doran, CWFAP Program Manager  
**DATE:** January 8, 2024  
**SUBJECT:** Authorization of FY 2024 SLAF Project Funding List

Purpose

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of SLAF is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved guidelines for the implementation of the SLAF program in 2013 with those guidelines revised by the Board in December 2016 and most recently June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Currently 332 projects have been authorized, totaling approximately \$182 million. A ninth solicitation for SLAF applications was conducted for FY 2024 and the applications received have been evaluated in accordance with the approved guidelines. This memorandum provides the results of the evaluation and staff recommendations for approval.

Applications Received

On August 1, 2023, staff solicited SLAF applications from all local governments in the Commonwealth. October 2, 2023 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 15 localities for 28 stormwater projects and one nutrient credit purchase totaling \$34,988,207.

*MSR*

### Funding Availability for FY 2024

In FY 2023, no additional SLAF funding was provided to DEQ resulting in approximately \$38 million of unallocated funds existing from previous SLAF appropriations available to be authorized for FY 2024 SLAF projects.

### Application Evaluation

All 28 stormwater projects and one nutrient credit purchase applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$34,988,207, less than the \$38 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated. Staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding since the proposed best management practices are not listed as eligible in the SLAF guidelines.
- One project was determined to be ineligible for funding because it exceeded what is considered a reasonable cost per pound of nutrient removal at over \$76,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Since all eligible projects submitted can be funded within existing budgetary constraints, it is recommended that maximum grant amount of \$5,000,000 be waived for FY 2024 SLAF projects. This suspension would result in three localities, Fairfax, Prince William, and Loudoun Counties, receiving total authorizations of \$8,417,015 (Fairfax) for six projects, \$6,768,473 for two projects (Prince William), and \$5,259,522 (Loudoun) for three projects. It should be noted that these 11 projects account for more than half of the total nutrient reductions for the eligible FY 2024 projects.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

### Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of these projects, the proposed Project Funding List for this ninth round of SLAF funding includes 25 stormwater projects and one nutrient credit purchase in 14 localities totaling \$29,669,206.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.





**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2024 PROJECT FUNDING LIST**

GRANT RECIPIENT	PROJECT NAME	POINT TOTAL	GRANT AMOUNT
Fairfax County	Long Branch North at Arlington Boulevard	510	\$2,446,800
Fairfax County	Difficult Run Tributary at Government Center	424	\$1,146,200
Fairfax County	Accotink Creek Tributary at Carrleigh Parkway	406	\$977,100
Fairfax County	Old Courthouse Spring Branch Phase II	378	\$1,224,200
Fairfax County	Coon Branch at Annandale Park	310	\$1,795,500
Fairfax County	Little Pimmit Run Tributary at Woodland Terrace	292	\$827,215
Fairfax County Total			\$8,417,015
Prince William County	Powell's Creek Phase 2 and Lacrosse Tributary	310	\$3,646,073
Prince William County	Middle Dewey Creek Phase I	301	\$3,122,400
Prince William County Total			\$6,768,473
Loudoun County	Horsepen Run Stream Restoration	445	\$3,904,760
Loudoun County	Stormwater Facility JC77 Retrofit	360	\$780,684
Loudoun County	Conklin Park Constructed Wetland	328	\$574,078
Loudoun County Total			\$5,259,522
City of Virginia Beach	Bayville Lake Water Quality Improvement Project	403	\$930,000
City of Virginia Beach	Oceana Gardens Constructed Wetlands	213	\$1,308,750
City of Virginia Beach Total			\$2,238,750
City of Winchester	Jim Barnett Park Stream Restoration Project	458	\$1,370,058
Roanoke County	Restoration of Wolf Creek Phase 2	415	\$607,212
Roanoke County	Restoration of a Tributary to Mudlick Creek	389	\$531,425
Roanoke County Total			\$1,138,637
City of Colonial Heights	City of Colonial Heights TMDL Reduction	483	\$931,275
City of Staunton	Gypsy Hill Park Stream Restoration	370	\$913,534
City of Fairfax	Van Dyck Park Outfall Restoration	435	\$362,720
City of Fairfax	Providence Park Outfall Restoration	378	\$186,017
City of Fairfax	Traveler Street Outfall Restoration	362	\$137,902
City of Fairfax Total			\$686,639
York County	Celestial Way Stream Restoration Project	432	\$555,717
Hanover County	Beechwood Drive Outfall Restoration Plan	389	\$460,184
City of Hampton	Pembroke Pond Retrofit	387	\$396,975
City of Petersburg	Extension of Shirley Ave Stream Restoration	403	\$321,164
City of Lexington	Woods Creek Park Stormwater BMP	237	\$211,263
<b>TOTAL FUNDED</b>			<b>\$29,669,206</b>



Authorized by:

☒ Action approved as recommended *MSK*

☐ Action not approved as recommended

*[Signature]* 1/12/23  
Michael S. Rolband  
Director, DEQ





## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** June 4, 2024

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 15, 2023. On January 8, 2024, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2024. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900.00. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Coon Branch at Annandale Park (Mason District)	\$3,590,300	\$1,795,500
Difficult Run Tributary at Government Center (Braddock District)	\$2,980,400	\$1,146,200
Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400	\$1,224,200
Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500	\$977,100
Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400	\$827,215
Long Branch North at Arlington Boulevard and Robin Ridge Court (Providence District)	\$5,048,400	\$2,446,800
<b>Total</b>	<b>\$21,107,400</b>	<b>\$8,417,015</b>

In accordance with SLAF Guidelines, the project funding list was drafted by DEQ to provide the greatest financial and environmental benefit to as many communities as possible. The maximum grant amount of \$5 million per jurisdiction may be adjusted at the discretion of the DEQ Director. Based on available funding and received applications, DEQ waived the maximum grant amount per jurisdiction and authorized funds for all six County applications.

**Office of the County Executive**  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The Fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$48 million in matching SLAF grant funds for 38 projects totaling over 15 miles of stream restoration. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively, in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachments: September 15, 2023, Memo to the County Executive  
DEQ Authorization of FY 2024 SLAF Project Funding List

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
Eleanor Ku Codding, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
Joni Calmbacher, Division Director, DPWES, Stormwater Planning Division

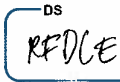



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 09/15/2023

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive 

**FROM:** Christopher Herrington, Director  
Department of Public Works and Environmental Services 

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County (County) stream restoration projects with a total estimated cost of \$21,107,400. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000, unless adjusted by the DEQ Director.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$38,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2022, are eligible for funding. Section E of the applications includes placeholder values for phosphorus and nitrogen reductions that will be updated once the revised laboratory analyses are received, likely the last week of September 2023. The revised analyses were required due to updates to the SLAF Program Guidelines. Applications must be submitted electronically no later than Monday, October 2, 2023, through the myDEQ Portal or emailed to [cwfap@deq.virginia.gov](mailto:cwfap@deq.virginia.gov).

The County proposes submitting the following six stream restorations:

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**Department of Public Works and Environmental Services****Director's Office**

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)

Board of Supervisors  
 Department of Environmental Quality Clean Water Financing and Assistance Program  
 Page 2 of 3

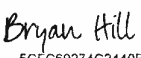
<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Coon Branch at Annandale Park (Mason District)	\$3,590,300
2. Difficult Run Tributary at Fairfax County Government Center (Braddock District)	\$2,980,400
3. Old Courthouse Spring Branch – Phase II at Ashgrove Historic Park (Hunter Mill District)	\$2,717,400
4. Accotink Creek Tributary at Carrleigh Parkway (Braddock District)	\$2,222,500
5. Little Pimmit Run Tributary at Woodland Terrace (Dranesville District)	\$4,548,400
6. Long Branch North at Arlington Blvd & Robin Ridge Court (Providence District)	\$5,048,400
<b>Total</b>	<b>\$21,107,400</b>

Since SLAF's inception in 2014, the County has successfully secured \$39,000,000 in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them by September 27, 2023, to Craig Carinci, Director, Department of Public Works and Environmental Services, Stormwater Planning Division. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci at 703-324-5500.

Approved:

DocuSigned by:  
  
 5CF669274C2440E  
 Bryan J. Hill  
 County Executive

09/19/2023

Date

Attachments: Cover Letter to Ms. Doran and six SLAF Grant Applications

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program  
Page 3 of 3

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division

*Commonwealth of Virginia**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY*

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

January 16, 2024

Craig Carinci, Director, Stormwater Planning  
Fairfax County  
[craig.carinci@fairfaxcounty.gov](mailto:craig.carinci@fairfaxcounty.gov)

Re: Stormwater Local Assistance Fund (SLAF)  
Fairfax County

Congratulations,

I am pleased to inform you that DEQ has authorized SLAF matching grant funds for your community for the project(s) and amounts shown below. This authorization is contingent upon compliance with all program requirements. Actual grant award will not occur until after your receipt of construction bids and DEQ's approval of a final project budget based on those bids.

***If program requirements have not been met and a grant agreement has not been executed by 6/30/2026, the funds authorization for the project(s) listed below will expire.*** My staff will be in contact with you in the near future to set up a meeting to discuss the next steps and schedule for moving forward with your project(s).

- SLAF Grant # 24-12 Old Courthouse Spring Branch Phase II at Ashgrove Historic Park – \$1,224,200
- SLAF Grant # 24-13 Accotink Creek Tributary at Carrleigh Parkway – \$977,100
- SLAF Grant # 24-14 Coon Branch at Annandale Park – \$1,795,500
- SLAF Grant # 24-15 Difficult Run Tributary at Government Center – \$1,146,200
- SLAF Grant # 24-16 Long Branch North at Arlington Boulevard and Robin Ridge Court – \$2,446,800
- SLAF Grant # 24-17 Little Pimmit Run Tributary at Woodland Terrace – \$827,215

Please do not hesitate to contact me at (804) 836-5912 if you have any questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Karen M. Doran".

Karen M. Doran, Manager  
Clean Water Financing and Assistance Program

cc: Wynn K. Prusaczyk – Regional Project Manager  
Darian C. Morgan - Regional Project Officer

ADMINISTRATIVE – 24

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Rocky Branch Tributary at Ashlawn Park Stream Restoration Project (Providence District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Rocky Branch Tributary at Ashlawn Park Stream Restoration project (Project) to restore approximately 1,542 linear feet of stream in the Difficult Run watershed (Tax Map No. 37-4) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Rocky Branch Tributary at Ashlawn Park Stream Restoration	\$1,793,900	\$896,900	\$897,000

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On October 3, 2022, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal

Board Agenda Item  
May 13, 2025

Year 2023 SLAF grant solicitation. On January 20, 2023, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,413,900. This project was completed on May 30, 2024, and helped to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project was constructed in Providence District in the Difficult Run watershed, mostly on Fairfax County Park Authority property, but also on a small section of homeowner association-owned property within floodplain easements. The Project's calculated water quality benefits are annual reductions of 174.8 pounds of total phosphorus, 473.2 pounds of total nitrogen, and 345.7 tons of total suspended sediment.

On March 1, 2023, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 1.750. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project was \$897,000. Grant funding of \$896,900 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.



Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 23-14 – February 28, 2025

Attachment 2 – DEQ Authorization FY2023 SLAF – January 20, 2023

Attachment 3 – Board of Supervisors Memorandum – March 1, 2023

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 23-14**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the

Fairfax County, Virginia (SLAF # 23-14)

definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

Fairfax County, Virginia (SLAF # 23-14)

**ARTICLE II**  
**SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

**ARTICLE III**  
**SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning September 1, 2019 and ending June 1, 2024.

**ARTICLE IV**  
**COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$896,900.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Fairfax County, Virginia (SLAF # 23-14)

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to

the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of

the Indemnities in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

Fairfax County, Virginia (SLAF # 23-14)



7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway Suite 449  
Fairfax, Virginia 22035  
Attn: Heather Ambrose, Project Coordinator  
Heather.ambrose@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

## **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

## **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

**Edwards Alvie**

By: xqp92569 Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-14

**Project Description:**

The Rocky Branch Tributary at Ashlawn Park stream restoration project restores approximately 1,542 linear feet of stream in the Difficult Run watershed using Natural Channel Design. The project is located in Oakton, Virginia mostly within Fairfax County Park Authority property. A small section of the project is located on land owned by the Broyhills Addition to Lakevale Estates Homeowner Association (HOA) but is within floodplain easements to ensure the project can be maintained by Fairfax County. Approximately 75.9 acres of surrounding residential neighborhoods drain to the project site, 19% of which is impervious.

Fairfax County, Virginia (SLAF #23-14)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-14

The following budget reflects the estimated costs associated with eligible cost categories of the project.

<b>Project Category / Project Name</b>	<b>Project Cost</b>	<b>SLAF Eligible</b>	<b>Grant %</b>	<b>Grant Amount</b>
<b>Design Engineering</b>				
Rocky Branch Tributary at Ashlawn Park	\$303,200.00	\$303,200.00	50.00%	\$151,600.00
<b>Sub-Total</b>	\$303,200.00	\$303,200.00		\$151,600.00
<b>Construction</b>				
Rocky Branch Tributary at Ashlawn Park	\$1,246,600.00	\$1,246,600.00	50.00%	\$623,300.00
<b>Sub-Total</b>	\$1,246,600.00	\$1,246,600.00		\$623,300.00
<b>Other</b>				
Rocky Branch Tributary at Ashlawn Park				
Project Inspection Fees	\$181,600.00	\$181,600.00	50.00%	\$90,800.00
Construction Contingencies	\$62,400.00	\$62,300.00	50.00%	\$31,150.00
VDOT Permit	\$100.00	\$100.00	50.00%	\$50.00
<b>Sub-Total</b>	\$244,100.00	\$244,000.00		\$122,000.00
<b>TOTALS</b>	<b>\$1,793,900.00</b>	<b>\$1,793,800.00</b>		<b>\$896,900.00</b>

Fairfax County, Virginia (SLAF #23-14)

**EXHIBIT C****PROJECT SCHEDULE**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-14

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Rocky Branch Tributary at Ashlawn Park	Start Planning	September 2019
	Complete Planning	March 2022
	Start Construction	April 2022
	Complete Construction	May 2024

Fairfax County, Virginia (SLAF #23-14)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	\$896,900.00
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**  
(To be on Grantee's Letterhead)

---

Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 23-14  
Rocky Branch Tributary at Ashlawn Park Stream Restoration

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee) Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #23-14)

CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-14

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #23-14)



**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 23-14 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Rocky Branch Tributary at Ashlawn Park	\$303,200.00	\$303,200.00	\$151,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$151,600.00
<b>Sub-Total</b>	\$303,200.00	\$303,200.00	\$151,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$151,600.00
<b>Construction</b>								
Rocky Branch Tributary at Ashlawn Park	\$1,246,600.00	\$1,246,600.00	\$623,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$623,300.00
<b>Sub-Total</b>	\$1,246,600.00	\$1,246,600.00	\$623,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$623,300.00
<b>Other</b>								
Rocky Branch Tributary at Ashlawn Park								
Project Inspection Fees	\$181,600.00	\$181,600.00	\$90,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,800.00
Construction Contingencies	\$62,400.00	\$62,300.00	\$31,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,150.00
VDOT Permit	\$100.00	\$100.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
<b>Sub-Total</b>	\$244,100.00	\$244,000.00	\$122,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,000.00
<b>Totals</b>	<b>\$1,793,900.00</b>	<b>\$1,793,800.00</b>	<b>\$896,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$896,900.00</b>

<b>Total Grant Amount:</b>	<u>\$896,900.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$896,900.00</u>

Fairfax County, Virginia (SLAF #23-14)

**EXHIBIT E****DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**


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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-14

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset Fairfax County, Virginia (SLAF #23-14)

is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

***VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY***

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218



(800) 592-5482 FAX (804) 698-4178

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director   
**FROM:** Scott Morris, Water Division Director   
**DATE:** January 20, 2023  
**SUBJECT:** Authorization of FY 2023 SLAF Project Funding List

**Purpose**

In order to reduce pollution from stormwater runoff, the Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of the Fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved Guidelines for the implementation of the SLAF program in 2013 with those Guidelines revised by the Board in December 2016 and most recently June 2022. The Guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Through seven rounds of SLAF funding, 290 projects have been authorized totaling approximately \$147 million. An eighth solicitation for SLAF applications was recently conducted for FY 2023 and the applications received have been evaluated in accordance with the approved Guidelines. This memorandum informs you of the results of the evaluation process and the staff recommendations for the authorization of projects to be included in the FY 2023 Project Funding List.

**Applications Received**

On August 1, 2022, staff solicited SLAF applications from all local governments in the Commonwealth. October 3, 2022 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 25 localities for 41 stormwater projects and six nutrient credit projects totaling \$37,644,469.



### Funding Availability for FY 2023

In FY 2022, \$25 million in SLAF funding was provided to DEQ. Additionally, approximately \$50 million of unallocated funds exist from previous SLAF appropriations. As such approximately \$75 million is available to be authorized for FY 2023 SLAF projects.

### Application Evaluation

All 41 stormwater projects and six nutrient credit applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$37,644,469, less than the \$75 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated with site visits. As a result of those visits and additional evaluation, staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding because the projects had already received SLAF grants.
- Two projects were determined to be ineligible for funding due to inadequate readiness to proceed. One of these projects did not supply the required information for stream restoration projects, while the other did not supply an articulated concept for an eligible best management practice.
- One project was determined to be ineligible for funding since it was not an eligible best management practice.
- One project was determined to be ineligible for funding because it exceeded what was considered a reasonable cost per pound of nutrient removal at over \$97,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Due to the amount of available funding exceeding the amount of requests, the program is recommending to suspend the locality maximum in FY 2023. This suspension would result in one locality, Fairfax County, receiving a total authorization of \$7,736,000 funding six projects. It should be noted that these six projects rank in the top twenty on the Project Funding List and account for just under one quarter of nutrients removed by the full list.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

  
 ADU

**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2023 PROJECT FUNDING LIST**

<b>GRANT RECIPIENT</b>	<b>PROJECT NAME</b>	<b>POINT TOTAL</b>	<b>GRANT AMOUNT</b>
Abermarle County	Biscuit Run Stream Restoration Phase 1	522	\$859,635
City of Harrisonburg	Virginia Mennonite Retirement Center Constructed Wetland	500	\$1,007,325
City of Petersburg	Shirley Avenue Stream Restoration	497	\$825,311
Fairfax County	Popes Head Tributary at Havenner Road Stream Restoration	489	\$1,711,250
Fairfax County	Colvin Run Stream Restoration Phase II at Lake Fairfax Park	487	\$2,240,950
City of Norfolk	Riverside Memorial Cemetery Shoreline Restoration	483	\$840,000
Town of Dumfries	Quantico Creek Stream Restoration Phase II	474	\$376,257
Town of Bridgewater	Oakdale Park Wet Pond	471	\$243,700
Fauquier County	Fauquier County Nutrient Credit Purchase (Rappahannock Watershed)	466	\$43,500
City of Manassas	Liberia House Stream Restoration	466	\$1,299,345
City of Virginia Beach	Chatham Hall Water Quality Improvement Project	460	\$1,701,750
City of Waynesboro	Loth Springs Natural Area	458	\$1,045,803
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed)	457	\$50,000
Fairfax County	Rocky Branch Tributary Stream Restoration at Ashlawn Park	457	\$896,900
City of Manassas	Round Elementary Stream Restoration	451	\$1,503,522
City of Virginia Beach	Kemps Lake Water Quality Improvement Project	451	\$7,260,000
City of Colonial Heights	City of Colonial Heights TMDL Reduction	443	\$311,625
City of Winchester	Jim Barnett Park Outfall and Gully Stabilization Projects	442	\$221,417
City of Staunton	Cole Avenue Stream Restoration	440	\$727,800
Fairfax County	Cameron Run Tributary Stream Restoration at La Vista Drive	440	\$871,850
Fairfax County	Rocky Run Tributary Stream Restoration at Dulles Access Road	439	\$871,050
Loudoun County	Loudoun County FY22 Nutrient Credit Purchase	438	\$148,500
Fairfax County	Dogue Creek Tributary Stream Restoration at Greendale Golf Course	433	\$1,821,900
Loudoun County	Ashburn Lake Pond Enhancement	428	\$2,130,446
City of Norfolk	Walters Drive Shoreline Restoration	428	\$225,000
City of Fairfax	Stormwater Non-Point Source Nutrient Credits Purchase	425	\$300,000
Hanover County	Rutland Pond (T-40) Enhancement	417	\$256,557
Arlington County	Sparrow Pond Constructed Wetland Retrofit	416	\$917,286
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed FY23)	415	\$70,000
Loudoun County	Rostormel Court Outfall Restoration	410	\$319,147
City of Charlottesville	Riverview Park Stormwater Outfall Restoration	410	\$90,989
Henrico County	Three Lakes Park Stream Restoration Project	406	\$1,121,935
City of Hampton	Mill Point Living Shoreline	406	\$1,575,017
Henrico County	Ridgefield Parkway BMP and Stream Restoration Project	400	\$168,130
City of Charlottesville	Kenwood Circle Bioretention Retrofit	393	\$169,053
City of Virginia Beach	Laurel Cove Water Quality Improvements	390	\$256,950
Loudoun County	Conklin Park Stream Restoration	387	\$1,408,185
Town of Ashland	Stony Run Stream Restoration	383	\$234,588
Henrico County	Reynolds Community College Stream Restoration Project	379	\$360,455
City of Chesapeake	Etheridge Manor Blvd Hydrodynamic Separator	355	\$136,559
Town of Ashland	Maple Street Dry Swale	326	\$133,700
<b>TOTAL FUNDED</b>			<b>\$36,753,383</b>



Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of projects, the proposed Project Funding List for this eighth round of SLAF funding includes 35 stormwater projects and six nutrient credit purchases in 22 localities totaling \$36,753,383.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

X Action approved  
as recommended

 1/25/23

Michael S. Rolband  
Director, DEQ



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** March 1, 2023

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 27, 2022. On January 20, 2023, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2023. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Popes Head at Havenner Rd (Springfield District)	\$3,422,500	\$1,711,250
Colvin Run at Lake Fairfax Park (Hunter Mill District)	\$4,481,900	\$2,240,950
Rocky Branch Trib at Ashlawn Park (Providence District)	\$1,793,800	\$896,900
Rocky Run Trib at Dulles Access Rd (Dranesville District)	\$1,742,100	\$871,050
Dogue Creek Trib at Greendale Golf Course (Franconia District)	\$3,643,800	\$1,821,900
Cameron Run at LaVista (Franconia District)	\$1,743,700	\$871,850
<b>Total</b>	<b>\$16,827,800</b>	<b>\$8,413,900</b>

The grant guidelines had a \$5 million cap on funds per jurisdiction; however, based on available funding and received applications, DEQ authorized funds of more than the stated cap to the County. These six projects rank in the top 20 of DEQ's project funding list and account for just under one quarter of nutrients removed from the full list.

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)



Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$40 million in matching SLAF grant funds for 32 projects. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors' (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachment: September 27, 2022, Memo to the Board

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services



# County of Fairfax, Virginia

## MEMORANDUM

**DATE:** Sept. 27, 2022

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill *[Signature]*  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

In order to reduce non-point source pollution from stormwater runoff, the Virginia General Assembly included Item 360 in Chapter 860 of the Acts of Assembly (the Commonwealth's 2013-2014 Budget) which set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF). The purpose of the fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Department of Environmental Quality (DEQ) has advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is available. The minimum grant amount per local government is \$50,000 and the maximum grant amount per local government is \$5,000,000.

Applications are being solicited for stormwater projects including: i) new stormwater best management practices; ii) stormwater best management practice retrofits; iii) stream restoration; iv) low impact development projects; v) buffer restorations; vi) pond retrofits; and vii) wetlands restoration. Only projects which started construction on or after August 1, 2021, will be considered eligible for funding.

The state will review applications and rank them in accordance with their priority ranking criteria. Based on that ranking process, the DEQ Director will authorize a project funding list and issue Letters of Commitment to all recipients on the authorized project funding list so that they may proceed with their projects with the certainty of a funding commitment.

Fairfax County has submitted applications for SLAF grant funding to DEQ for the following six stream restoration projects. These projects have either already started construction or are scheduled to begin construction in FY 2023 or 2024, as funding allows:

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**Office of the County Executive**  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
 Department of Environmental Quality Clean Water Financing and Assistance Program  
 Page 2 of 2

<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Rocky Branch Tributary at Ashlawn Park (Providence District)	\$1,793,800
2. Popes Head Creek Tributary at Havenner Road (Springfield District)	\$3,422,500
3. Colvin Run Phase II at Lake Fairfax Park (Hunter Mill District)	\$4,481,900
4. Dogue Creek Tributary at Greendale Golf Course (Franconia District)	\$3,643,800
5. Cameron Run Tributary at La Vista Drive (Franconia District)	\$1,743,700
6. Rocky Run Tributary at Dulles Access Road (Dranesville District)	\$1,742,100
<b>Total</b>	<b>\$16,827,800</b>

The maximum assistance that could be provided through SLAF grants for these five projects is \$5,000,000.

cc: Rachel Flynn, Deputy County Executive  
 Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
 Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
 Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ms. Karen Doran, CWFAP Program Director  
Virginia Department of Environmental Quality  
1111 East Main Street, Suite 1400  
P.O. Box 1105  
Richmond, VA 23219

Reference: Stormwater Local Assistance Fund Grant, Department of Environmental Quality  
Application and Solicitation Package from Fairfax County

Dear Ms. Doran:

This is a response to Department of Environmental Quality's (DEQ) recent announcement of the Stormwater Local Assistance Fund (SLAF) grant.

We are providing SLAF applications that contain information and request funding assistance for the following six stream restoration projects. The projects are listed in our preferred priority for consideration.

1. Rocky Branch Tributary at Ashlawn Park
2. Popes Head Creek Tributary at Havenner Road
3. Colvin Run Phase II at Lake Fairfax Park
4. Dogue Creek Tributary at Greendale Golf Course
5. Cameron Run Tributary at La Vista Drive
6. Rocky Run Tributary at Dulles Access Road

These projects either started construction after August 1, 2021, or will begin construction in fiscal year 2023 or 2024 as funding is available. We understand the maximum award per jurisdiction is \$5,000,000; however, based on communication with your office, we have submitted applications with a total that exceeds this amount.

If you have any questions or need additional assistance, please contact Craig Carinci, Director Stormwater Planning Division at 703-324-5500.

Sincerely,

  
Bryan J. Hill  
County Executive

---

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Karen Doran  
Stormwater Local Assistance Fund Grant, Department of Environmental Quality Application and  
Solicitation Package from Fairfax County  
Page 2 of 2

Enclosure: SLAF Applications

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental  
Services (DPWES)  
Eleanor Ku Coddling, Deputy Director, DPWES Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 9/19/2022

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive

**FROM:** Christopher Herrington, Director *CSA*  
Department of Public Works and Environmental Services

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County stream restoration projects with a total estimated cost of \$16,827,800. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2021, are eligible for funding. Applications must be postmarked by Monday, October 3, 2022.

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Department of Public Works and Environmental Services

Director's Office

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)



Bryan J. Hill  
Department of Environmental Quality, Clean Water Financing and Assistance Program  
Page 2 of 2

Thank you for your previous support of this program. Since SLAF's inception in 2014, the County has successfully secured \$31 million in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them to Craig Carinci, Director, Stormwater Planning Division, Department of Public Works and Environmental Services. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci, at 703-324-5500.

Approved:

  
Bryan J. Hill  
County Executive

9/27/2022  
Date

Attachments: SLAF Applications and Cover Letter to Ms. Doran

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division

ADMINISTRATIVE – 25

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Popes Head Tributary at Havenner Road Stream Restoration Project (Springfield District)

ISSUE:

The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Popes Head Tributary at Havenner Road Stream Restoration project (Project) to restore approximately 4,150 linear feet of an unnamed tributary in the Popes Head Creek watershed (Tax Map Nos. 76-1, 76-2, 76-3, & 76-4) using Natural Channel Design.

RECOMMENDATION:

The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement, and any subsequent amendments with the DEQ to receive the SLAF grant for the Project.

<b>Project Title</b>	<b>Project Cost</b>	<b>SLAF Grant Award</b>	<b>County Provided Funds</b>
Popes Head Tributary at Havenner Road Stream Restoration	\$3,422,557	\$1,711,250	\$1,711,307

TIMING:

Board action is requested on May 13, 2025.

BACKGROUND:

The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.



Board Agenda Item  
May 13, 2025

On October 3, 2022, County staff submitted applications for SLAF grants to DEQ for six stream restoration and water quality improvement projects in response to the Fiscal Year 2023 SLAF grant solicitation. On January 20, 2023, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of \$8,413,900. This project was completed on April 30, 2024, and helped to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project is located in Springfield District on property owned by the Fairfax Station Homeowners' Association. The Project's calculated water quality benefits are annual reductions of 264 pounds of total phosphorus, 1,068 pounds of total nitrogen, and 45.6 tons of total suspended sediment.

On March 1, 2023, the Board was notified by a memorandum that DEQ had approved matching grant funding for this project (Attachment 3). The final phase of documentation to receive reimbursement for the Project is the execution of the attached Grant Agreement.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:

There is no adverse equity impact. The Project is in an area with a vulnerability index of 1.0. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:

The local cash match, or the County funded portion, for the Project is \$1,711,307. Grant funding of \$1,711,250 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements as part of the *FY 2025 Carryover Review*.

CREATION OF POSITIONS:

There will be no new position created with this grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – SLAF Grant Agreement SLAF 23-04 – February 26, 2025

Attachment 2 – DEQ Authorization FY2023 SLAF – January 20, 2023

Attachment 3 – Board of Supervisors Memorandum – March 1, 2023

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Division Director, DPWES, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**STORMWATER LOCAL ASSISTANCE FUND  
GRANT AGREEMENT  
SLAF Grant No.: 23-04**

---

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Virginia Department of Environmental Quality (the “Department”), and Fairfax County, Virginia (the “Grantee”).

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth’s 2013-14 Budget) (the “Act”), the General Assembly created the Stormwater Local Assistance Fund (the “Fund”). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the “Board”) or the Department.

**ARTICLE I**  
**DEFINITIONS**

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) “Agreement” means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) “Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) “Capital Expenditure” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the

Fairfax County, Virginia (SLAF # 23-04)

definition of “placed in service” under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) “Eligible Project” means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) “Eligible Project Costs” means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) “Extraordinary Conditions” means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) “Grant” means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) “Total Eligible Project Budget” means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) “Total Project Budget” means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) “Project Engineer” means the Grantee’s engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee’s engineer for the Eligible Project in a written notice to the Department.

(k) “Project Schedule” means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) “Working Capital Expenditure” means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) “VPBA” means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) “VPBA Bonds” means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

Fairfax County, Virginia (SLAF # 23-04)

**ARTICLE II**  
**SCOPE OF PROJECT**

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

**ARTICLE III**  
**SCHEDULE**

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning September 1, 2016 and ending May 1, 2024.

**ARTICLE IV**  
**COMPENSATION**

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **\$1,711,250.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will begin following approval of all program requirements, the receipt of construction bids, and the development and approval of a final project budget based on as-bid or contractual costs. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of ten thousand (\$10,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Fairfax County, Virginia (SLAF # 23-04)

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

## **ARTICLE V**

### **RESPONSIBILITIES AND MAINTENANCE PLAN**

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

## **ARTICLE VI**

### **MATERIAL BREACH**

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

Fairfax County, Virginia (SLAF # 23-04)

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of \$500 per day for the first 10 days of noncompliance, and \$1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

Fairfax County, Virginia (SLAF # 23-04)



**ARTICLE VII**  
**GENERAL PROVISIONS**

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn: CWFAP Deputy Director

Grantee: Fairfax County, Virginia  
12000 Government Center Parkway Suite 449  
Fairfax, Virginia 22035  
Attn: Jasdeep Saini, Engineer  
Jasdeep.saini@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

## **ARTICLE VIII** **COUNTERPARTS**

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

## **ARTICLE IX** **CREDIT GENERATION**

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: **Edwards Alvie** Digitally signed by: Edwards Alvie  
xqp92569  
DN: CN = Edwards Alvie xqp92569  
OU = COV-Users, End-Users, DEQ  
Date: 2025.02.25 10:08:24 -05'00' **xqp92569** Date: \_\_\_\_\_

Alvie Edwards  
Director of Administration  
(804) 898-9883  
alvie.edwards@deq.virginia.gov

**FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan J. Hill  
County Executive  
(703) 324-2531  
CEXBryanHill@fairfaxcounty.gov

**EXHIBIT A**

**ELIGIBLE PROJECT DESCRIPTION**

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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-04

**Project Description:**

The Popes Head Tributary at Havenner Road stream restoration project will restore approximately 4,150 linear feet of an unnamed tributary in the Popes Head Creek watershed using Natural Channel Design. The project is immediately downstream of a privately maintained inline stormwater management pond and located on property owned by the Fairfax Station Homeowners' Association. To ensure the project can be maintained by Fairfax County, it is within storm drainage and floodplain easements. Approximately 368 acres of urbanized development drain to the project site, 13% of which is impervious.

Fairfax County, Virginia (SLAF #23-04)

**EXHIBIT B****TOTAL PROJECT BUDGET**

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-04

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category / Project Name	Project Cost	SLAF Eligible	Grant %	Grant Amount
<b>Design Engineering</b>				
Popes Head Tributary at Havenner Road	\$708,300.00	\$708,300.00	50.00%	\$354,150.00
<b>Sub-Total</b>	\$708,300.00	\$708,300.00		\$354,150.00
<b>Construction</b>				
Popes Head Tributary at Havenner Road	\$2,254,918.00	\$2,254,918.00	50.00%	\$1,127,459.00
<b>Sub-Total</b>	\$2,254,918.00	\$2,254,918.00		\$1,127,459.00
<b>Other</b>				
Popes Head Tributary at Havenner Road				
Land, Right-of-Way	\$17,400.00	\$17,400.00	50.00%	\$8,700.00
Project Inspection Fees	\$301,700.00	\$301,700.00	50.00%	\$150,850.00
Utilities, Permits, Printing, Test Pits, Relocation Costs	\$14,139.00	\$14,138.00	50.00%	\$7,069.00
Construction Contingencies	\$112,800.00	\$112,744.00	50.00%	\$56,372.00
Legal/Admin	\$13,300.00	\$13,300.00	50.00%	\$6,650.00
<b>Sub-Total</b>	\$459,339.00	\$459,282.00		\$229,641.00
<b>TOTALS</b>	<b>\$3,422,557.00</b>	<b>\$3,422,500.00</b>		<b>\$1,711,250.00</b>

Fairfax County, Virginia (SLAF #23-04)

**EXHIBIT C****PROJECT SCHEDULE**

---

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-04

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

<b>Project Name</b>	<b>Project Description / Milestone</b>	<b>Schedule / Timeline</b>
Popes Head Tributary at Havenner Road	Start Planning	September 2016
	Complete Planning	May 2022
	Start Construction	June 2022
	Complete Construction	May 2024

Fairfax County, Virginia (SLAF #23-04)

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

<b>Quarter</b>	<b>Estimated Amount of Grant Funds to be Requested for Reimbursement</b>
<b>January – March 2025</b>	
<b>April – June 2025</b>	
<b>July – September 2025</b>	\$1,711,250.00
<b>October – December 2025</b>	
<b>January – March 2026</b>	
<b>April – June 2026</b>	
<b>July – September 2026</b>	
<b>October – December 2026</b>	
<b>January – March 2027</b>	
<b>April – June 2027</b>	
<b>July – September 2027</b>	
<b>October – December 2027</b>	

**EXHIBIT D**

**REQUISITION FOR REIMBURSEMENT**

(To be on Grantee's Letterhead)

---

Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105  
Richmond, VA 23218  
Attn.: CWFAP Deputy Director

**RE: Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 23-04  
Popes Head Tributary at Havenner Road Stream Restoration

Dear Deputy Director:

This requisition, Number \_\_\_\_\_, is submitted in connection with the referenced Grant Agreement, dated as of *[insert date of grant agreement]* between the Virginia Department of Environmental Quality and \_\_\_\_\_. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$\_\_\_\_\_, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

\_\_\_\_\_  
(Authorized Representative of the Grantee)      Date: \_\_\_\_\_

Fairfax County, Virginia (SLAF #23-04)



CERTIFICATE OF THE PROJECT ENGINEER  
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-04

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, submitted by the \_\_\_\_\_ (the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for \_\_\_\_\_ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

\_\_\_\_\_  
(Project Engineer)

\_\_\_\_\_  
(Date)

Fairfax County, Virginia (SLAF #23-04)

**SCHEDULE 1**  
**STORMWATER LOCAL ASSISTANCE FUND**  
**FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT**

**REQUISITION #** \_\_\_\_\_

**Grantee:** Fairfax County

**SLAF Grant No.:** 23-04 **CERTIFYING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
<b>Design Engineering</b>								
Popes Head Tributary at Havenner Road	\$708,300.00	\$708,300.00	\$354,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$354,150.00
<b>Sub-Total</b>	<b>\$708,300.00</b>	<b>\$708,300.00</b>	<b>\$354,150.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$354,150.00</b>
<b>Construction</b>								
Popes Head Tributary at Havenner Road	\$2,254,918.00	\$2,254,918.00	\$1,127,459.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,127,459.00
<b>Sub-Total</b>	<b>\$2,254,918.00</b>	<b>\$2,254,918.00</b>	<b>\$1,127,459.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,127,459.00</b>
<b>Other</b>								
Popes Head Tributary at Havenner Road								
Land Right-of-Way	\$17,400.00	\$17,400.00	\$8,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,700.00
Project Inspection Fees	\$301,700.00	\$301,700.00	\$150,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,850.00
Utilities, Permits, Printing, Test Pits, Relocation Costs	\$14,139.00	\$14,138.00	\$7,069.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,069.00
Construction Contingencies	\$112,800.00	\$112,744.00	\$56,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,372.00
Legal/Admin	\$13,300.00	\$13,300.00	\$6,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,650.00
<b>Sub-Total</b>	<b>\$459,339.00</b>	<b>\$459,282.00</b>	<b>\$229,641.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$229,641.00</b>
<b>Totals</b>	<b>\$3,422,557.00</b>	<b>\$3,422,500.00</b>	<b>\$1,711,250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,711,250.00</b>

<b>Total Grant Amount:</b>	<u>\$1,711,250.00</u>
<b>Previous Disbursements:</b>	<u>\$0.00</u>
<b>This Request:</b>	<u>\$0.00</u>
<b>Grant Proceeds Remaining:</b>	<u>\$1,711,250.00</u>

Fairfax County, Virginia (SLAF #23-04)

**EXHIBIT E****DETERMINATION OF AVERAGE REASONABLY  
EXPECTED ECONOMIC LIFE OF PROJECT ASSETS**


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Grantee: Fairfax County, Virginia

SLAF Grant No.: 23-04

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

**Step 1.** Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

**Step 2.** Set forth in Column III the economic life of each type of asset listed in accordance with the following:

*Land.* Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

*Land Improvements.* Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

*Buildings.* Forty years is the economic life for most buildings.

*Equipment.* Please select an Asset Depreciation Range (“ADR”) midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

*Contingency.* Any amounts shown on the Project Budget as “contingency” should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

**Step 3.** Set forth in Column IV the date each asset is expected to be placed in service. An asset  
Fairfax County, Virginia (SLAF #23-04)

is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

**Step 4.** Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

**Step 5.** For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

**Step 6.** Total all the entries in Column II and in Column VI.

**Step 7.** Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

#### AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
<u>Asset</u>	<u>Total Cost Financed with Grant</u>	<u>Economic Life</u>	<u>Date Asset Placed in Service</u>	<u>Adjusted Economic Life</u>	<u>Column II x Column V</u>
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	\$ _____				\$ _____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = \_\_\_\_\_



*Commonwealth of Virginia*

***VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY***

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218



(800) 592-5482 FAX (804) 698-4178

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

**MEMORANDUM**

**TO:** Michael S. Rolband, DEQ Director   
**FROM:** Scott Morris, Water Division Director   
**DATE:** January 20, 2023  
**SUBJECT:** Authorization of FY 2023 SLAF Project Funding List

**Purpose**

In order to reduce pollution from stormwater runoff, the Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of the Fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved Guidelines for the implementation of the SLAF program in 2013 with those Guidelines revised by the Board in December 2016 and most recently June 2022. The Guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the DEQ Director. Through seven rounds of SLAF funding, 290 projects have been authorized totaling approximately \$147 million. An eighth solicitation for SLAF applications was recently conducted for FY 2023 and the applications received have been evaluated in accordance with the approved Guidelines. This memorandum informs you of the results of the evaluation process and the staff recommendations for the authorization of projects to be included in the FY 2023 Project Funding List.

**Applications Received**

On August 1, 2022, staff solicited SLAF applications from all local governments in the Commonwealth. October 3, 2022 was established as the deadline for submitting applications. Based on this solicitation, DEQ received applications from 25 localities for 41 stormwater projects and six nutrient credit projects totaling \$37,644,469.



Funding Availability for FY 2023

In FY 2022, \$25 million in SLAF funding was provided to DEQ. Additionally, approximately \$50 million of unallocated funds exist from previous SLAF appropriations. As such approximately \$75 million is available to be authorized for FY 2023 SLAF projects.

Application Evaluation

All 41 stormwater projects and six nutrient credit applications were evaluated in accordance with the program's eligibility requirements and priority ranking criteria. As stated, the funding amount requested for the projects totaled \$37,644,469, less than the \$75 million currently available.

After the initial review and ranking of the applications, it was determined that a number of projects should be further evaluated with site visits. As a result of those visits and additional evaluation, staff has developed the following recommendations.

- Two projects were determined to be ineligible for funding because the projects had already received SLAF grants.
- Two projects were determined to be ineligible for funding due to inadequate readiness to proceed. One of these projects did not supply the required information for stream restoration projects, while the other did not supply an articulated concept for an eligible best management practice.
- One project was determined to be ineligible for funding since it was not an eligible best management practice.
- One project was determined to be ineligible for funding because it exceeded what was considered a reasonable cost per pound of nutrient removal at over \$97,000 per equivalent pound of phosphorus.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Additionally, the minimum and maximum grant amounts may be adjusted at the discretion of the Director. Due to the amount of available funding exceeding the amount of requests, the program is recommending to suspend the locality maximum in FY 2023. This suspension would result in one locality, Fairfax County, receiving a total authorization of \$7,736,000 funding six projects. It should be noted that these six projects rank in the top twenty on the Project Funding List and account for just under one quarter of nutrients removed by the full list.

The SLAF Guidelines allow grants awarded for eligible projects in localities with high or above average fiscal stress to account for more than 50 percent of the costs of a project. Due to the availability of funds and the benefit of a higher grant share to fiscally stressed localities, we recommend that all eligible applications from those localities be awarded a 75 percent grant share.

  
AAM

**STORMWATER LOCAL ASSISTANCE FUND  
FISCAL YEAR 2023 PROJECT FUNDING LIST**

<b>GRANT RECIPIENT</b>	<b>PROJECT NAME</b>	<b>POINT TOTAL</b>	<b>GRANT AMOUNT</b>
Abermarle County	Biscuit Run Stream Restoration Phase 1	522	\$859,635
City of Harrisonburg	Virginia Mennonite Retirement Center Constructed Wetland	500	\$1,007,325
City of Petersburg	Shirley Avenue Stream Restoration	497	\$825,311
Fairfax County	Popes Head Tributary at Havenner Road Stream Restoration	489	\$1,711,250
Fairfax County	Colvin Run Stream Restoration Phase II at Lake Fairfax Park	487	\$2,240,950
City of Norfolk	Riverside Memorial Cemetery Shoreline Restoration	483	\$840,000
Town of Dumfries	Quantico Creek Stream Restoration Phase II	474	\$376,257
Town of Bridgewater	Oakdale Park Wet Pond	471	\$243,700
Fauquier County	Fauquier County Nutrient Credit Purchase (Rappahannock Watershed)	466	\$43,500
City of Manassas	Liberia House Stream Restoration	466	\$1,299,345
City of Virginia Beach	Chatham Hall Water Quality Improvement Project	460	\$1,701,750
City of Waynesboro	Loth Springs Natural Area	458	\$1,045,803
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed)	457	\$50,000
Fairfax County	Rocky Branch Tributary Stream Restoration at Ashlawn Park	457	\$896,900
City of Manassas	Round Elementary Stream Restoration	451	\$1,503,522
City of Virginia Beach	Kemps Lake Water Quality Improvement Project	451	\$7,260,000
City of Colonial Heights	City of Colonial Heights TMDL Reduction	443	\$311,625
City of Winchester	Jim Barnett Park Outfall and Gully Stabilization Projects	442	\$221,417
City of Staunton	Cole Avenue Stream Restoration	440	\$727,800
Fairfax County	Cameron Run Tributary Stream Restoration at La Vista Drive	440	\$871,850
Fairfax County	Rocky Run Tributary Stream Restoration at Dulles Access Road	439	\$871,050
Loudoun County	Loudoun County FY22 Nutrient Credit Purchase	438	\$148,500
Fairfax County	Dogue Creek Tributary Stream Restoration at Greendale Golf Course	433	\$1,821,900
Loudoun County	Ashburn Lake Pond Enhancement	428	\$2,130,446
City of Norfolk	Walters Drive Shoreline Restoration	428	\$225,000
City of Fairfax	Stormwater Non-Point Source Nutrient Credits Purchase	425	\$300,000
Hanover County	Rutland Pond (T-40) Enhancement	417	\$256,557
Arlington County	Sparrow Pond Constructed Wetland Retrofit	416	\$917,286
Fauquier County	Fauquier County Nutrient Credit Purchase (Potomac Watershed FY23)	415	\$70,000
Loudoun County	Rostormel Court Outfall Restoration	410	\$319,147
City of Charlottesville	Riverview Park Stormwater Outfall Restoration	410	\$90,989
Henrico County	Three Lakes Park Stream Restoration Project	406	\$1,121,935
City of Hampton	Mill Point Living Shoreline	406	\$1,575,017
Henrico County	Ridgefield Parkway BMP and Stream Restoration Project	400	\$168,130
City of Charlottesville	Kenwood Circle Bioretention Retrofit	393	\$169,053
City of Virginia Beach	Laurel Cove Water Quality Improvements	390	\$256,950
Loudoun County	Conklin Park Stream Restoration	387	\$1,408,185
Town of Ashland	Stony Run Stream Restoration	383	\$234,588
Henrico County	Reynolds Community College Stream Restoration Project	379	\$360,455
City of Chesapeake	Etheridge Manor Blvd Hydrodynamic Separator	355	\$136,559
Town of Ashland	Maple Street Dry Swale	326	\$133,700
<b>TOTAL FUNDED</b>			<b>\$36,753,383</b>



Conclusion and Staff Recommendation

After an evaluation of eligibility, priority ranking, and funding availability, along with site visits that were conducted for a number of projects, the proposed Project Funding List for this eighth round of SLAF funding includes 35 stormwater projects and six nutrient credit purchases in 22 localities totaling \$36,753,383.

The staff recommends that the DEQ Director authorize the Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

X Action approved  
as recommended

 1/25/23

Michael S. Rolband  
Director, DEQ







## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** March 1, 2023

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program Grant Funding Approval

This is a follow-up to my memo to you dated September 27, 2022. On January 20, 2023, the Virginia Department of Environmental Quality (DEQ) announced matching Stormwater Local Assistance Fund (SLAF) grant awards for FY 2023. All six Fairfax County (County) applications were selected for funding with a total authorization of \$8,413,900. These projects will help to meet the County's Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorous, nitrogen, and total suspended solids in our streams.

<u>Project Title</u>	<u>Total Project Estimate</u>	<u>Authorized Match</u>
Popes Head at Havenner Rd (Springfield District)	\$3,422,500	\$1,711,250
Colvin Run at Lake Fairfax Park (Hunter Mill District)	\$4,481,900	\$2,240,950
Rocky Branch Trib at Ashlawn Park (Providence District)	\$1,793,800	\$896,900
Rocky Run Trib at Dulles Access Rd (Dranesville District)	\$1,742,100	\$871,050
Dogue Creek Trib at Greendale Golf Course (Franconia District)	\$3,643,800	\$1,821,900
Cameron Run at LaVista (Franconia District)	\$1,743,700	\$871,850
<b>Total</b>	<b>\$16,827,800</b>	<b>\$8,413,900</b>

The grant guidelines had a \$5 million cap on funds per jurisdiction; however, based on available funding and received applications, DEQ authorized funds of more than the stated cap to the County. These six projects rank in the top 20 of DEQ's project funding list and account for just under one quarter of nutrients removed from the full list.

County staff will work with DEQ on the paperwork needed to award the grants for the six projects identified above.

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
Department of Environmental Quality Clean Water Financing and Assistance Program Grant  
Funding Approval  
Page 2 of 2

The Virginia General Assembly created and set forth specific parameters for the administration of the SLAF in 2013 to reduce pollution from stormwater runoff. The fund provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

Since the inaugural award of SLAF grants in 2014, including the recently announced award, the County has been awarded approximately \$40 million in matching SLAF grant funds for 32 projects. The Towns of Vienna and Herndon have been awarded \$5 million and \$830,000 respectively in matching SLAF grant funds for seven projects. The County and the Towns of Vienna and Herndon, working together, share the Chesapeake Bay TMDL benefits of these and other stormwater projects.

The Board of Supervisors' (Board) support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

Attachment: September 27, 2022, Memo to the Board

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental Services



# County of Fairfax, Virginia

## MEMORANDUM

**DATE:** Sept. 27, 2022

**TO:** Board of Supervisors

**FROM:** Bryan J. Hill *[Signature]*  
County Executive

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

In order to reduce non-point source pollution from stormwater runoff, the Virginia General Assembly included Item 360 in Chapter 860 of the Acts of Assembly (the Commonwealth's 2013-2014 Budget) which set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF). The purpose of the fund is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Department of Environmental Quality (DEQ) has advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is available. The minimum grant amount per local government is \$50,000 and the maximum grant amount per local government is \$5,000,000.

Applications are being solicited for stormwater projects including: i) new stormwater best management practices; ii) stormwater best management practice retrofits; iii) stream restoration; iv) low impact development projects; v) buffer restorations; vi) pond retrofits; and vii) wetlands restoration. Only projects which started construction on or after August 1, 2021, will be considered eligible for funding.

The state will review applications and rank them in accordance with their priority ranking criteria. Based on that ranking process, the DEQ Director will authorize a project funding list and issue Letters of Commitment to all recipients on the authorized project funding list so that they may proceed with their projects with the certainty of a funding commitment.

Fairfax County has submitted applications for SLAF grant funding to DEQ for the following six stream restoration projects. These projects have either already started construction or are scheduled to begin construction in FY 2023 or 2024, as funding allows:

---

**Office of the County Executive**  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Board of Supervisors  
 Department of Environmental Quality Clean Water Financing and Assistance Program  
 Page 2 of 2

<u>Project Title</u>	<u>Total Grant Project Estimate</u>
1. Rocky Branch Tributary at Ashlawn Park (Providence District)	\$1,793,800
2. Popes Head Creek Tributary at Havenner Road (Springfield District)	\$3,422,500
3. Colvin Run Phase II at Lake Fairfax Park (Hunter Mill District)	\$4,481,900
4. Dogue Creek Tributary at Greendale Golf Course (Franconia District)	\$3,643,800
5. Cameron Run Tributary at La Vista Drive (Franconia District)	\$1,743,700
6. Rocky Run Tributary at Dulles Access Road (Dranesville District)	\$1,742,100
<b>Total</b>	<b>\$16,827,800</b>

The maximum assistance that could be provided through SLAF grants for these five projects is \$5,000,000.

cc: Rachel Flynn, Deputy County Executive  
 Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)  
 Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions  
 Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ms. Karen Doran, CWFAP Program Director  
Virginia Department of Environmental Quality  
1111 East Main Street, Suite 1400  
P.O. Box 1105  
Richmond, VA 23219

Reference: Stormwater Local Assistance Fund Grant, Department of Environmental Quality  
Application and Solicitation Package from Fairfax County

Dear Ms. Doran:

This is a response to Department of Environmental Quality's (DEQ) recent announcement of the Stormwater Local Assistance Fund (SLAF) grant.


We are providing SLAF applications that contain information and request funding assistance for the following six stream restoration projects. The projects are listed in our preferred priority for consideration.

1. Rocky Branch Tributary at Ashlawn Park
2. Popes Head Creek Tributary at Havenner Road
3. Colvin Run Phase II at Lake Fairfax Park
4. Dogue Creek Tributary at Greendale Golf Course
5. Cameron Run Tributary at La Vista Drive
6. Rocky Run Tributary at Dulles Access Road

These projects either started construction after August 1, 2021, or will begin construction in fiscal year 2023 or 2024 as funding is available. We understand the maximum award per jurisdiction is \$5,000,000; however, based on communication with your office, we have submitted applications with a total that exceeds this amount.

If you have any questions or need additional assistance, please contact Craig Carinci, Director Stormwater Planning Division at 703-324-5500.

Sincerely,

  
Bryan J. Hill  
County Executive

---

Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035-0066  
703-324-2531, TTY 711, Fax 703-324-3956  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Karen Doran  
Stormwater Local Assistance Fund Grant, Department of Environmental Quality Application and  
Solicitation Package from Fairfax County  
Page 2 of 2

Enclosure: SLAF Applications

cc: Rachel Flynn, Deputy County Executive  
Christopher Herrington, Director, Department of Public Works and Environmental  
Services (DPWES)  
Eleanor Ku Coddling, Deputy Director, DPWES Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division



## County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 9/19/2022

**TO:** Bryan J. Hill

**VIA:** Rachel Flynn  
Deputy County Executive

**FROM:** Christopher Herrington, Director *CSA*  
Department of Public Works and Environmental Services

**SUBJECT:** Department of Environmental Quality, Clean Water Financing and Assistance Program

Recommendation:

It is recommended that the attached applications and cover letter for financial assistance through the Department of Environmental Quality's (DEQ) Stormwater Local Assistance Fund (SLAF) be signed for six Fairfax County stream restoration projects with a total estimated cost of \$16,827,800. The stated maximum financial assistance that can be provided through SLAF grants for these projects is \$5,000,000.

Background:

Established by the Virginia General Assembly, SLAF provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

DEQ advertised approximately \$72,000,000 in matching SLAF grant funds for stormwater projects is currently available. Projects starting construction on or after August 1, 2021, are eligible for funding. Applications must be postmarked by Monday, October 3, 2022.

---

Department of Public Works and Environmental Services

Director's Office

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)



Bryan J. Hill  
Department of Environmental Quality, Clean Water Financing and Assistance Program  
Page 2 of 2

Thank you for your previous support of this program. Since SLAF's inception in 2014, the County has successfully secured \$31 million in SLAF grant funds.

If you concur, please sign and date the attached cover letter and applications and return them to Craig Carinci, Director, Stormwater Planning Division, Department of Public Works and Environmental Services. Supporting documentation for the applications is available upon request.

If you have any questions regarding this recommendation memo, please contact Craig Carinci, at 703-324-5500.

Approved:

  
Bryan J. Hill  
County Executive

9/27/2022  
Date

Attachments: SLAF Applications and Cover Letter to Ms. Doran

cc: Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget  
Eleanor Ku Coddling, Deputy Director, Department of Public Works and Environmental Services (DPWES), Stormwater and Wastewater Divisions  
Craig Carinci, Director, DPWES, Stormwater Planning Division



Board Agenda Item  
May 13, 2025

ACTION – 1

Resolution to Support the Partial Abandonment of Accotink Road (Mount Vernon District)

ISSUE:

Board adoption of the attached resolution (Attachment 1) supporting the abandonment of a portion of Accotink Road (Route 637).

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached resolution (Attachment 1) supporting the abandonment of a portion of Accotink Road (Route 637).

TIMING:

The Board should take action on May 13, 2025, so that the Virginia Department of Transportation (VDOT) has the support of the Board to finalize the abandonment and update the State maintenance inventory.

BACKGROUND:

The Fairfax County Department of Transportation (FCDOT) received a request from VDOT on the abandonment of a portion of Accotink Road (Route 637).

VDOT has requested the support of the County, by a Board Resolution, to abandon a portion of Accotink Road pursuant to *Sections 33.2-912 of the Code of Virginia*. This portion of Accotink Road was previously used to access Telegraph Road from Fairfax County Parkway until the Parkway was realigned. In the late 1990's, the adjacent development, Mount Air, (Fairfax County Plan #9352-SD-01), included roadway improvements on the northern portion of Accotink Road and left the remaining portions unimproved, as shown in Attachment 3. Another portion of Accotink Road was removed in 2015 to build the National Museum of the United States Army and to create Liberty Drive, shown in Attachment 2. VDOT is pursuing this request to remove the subject 0.31-mile portion of Accotink Road from the Virginia Highway System. The 0.04-mile portion shown on Attachment 2 will continue to be maintained by VDOT to allow access for a homeowner to their property.

Board Agenda Item  
May 13, 2025

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution

Attachment 2 – Location Image

Attachment 3 – Fairfax County Plan # 9352-SD-01, Plan Sheets – 3 & 6

Attachment 4 – Accotink Road, Route 637 Realignment Link Sheet

Attachment 5 – Vicinity Map

STAFF:

Jennifer Miller, Deputy County Executive

Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)

Jeffrey Hermann, Chief, Site Analysis & Transportation Planning Division, FCDOT

Gregory Fuller, Jr., Chief, Site Analysis Section (SAS), FCDOT

Brittany Nixon, Transportation Planner IV, SAS, FCDOT

Jeffrey Edmondson, Transportation Planner III, SAS, FCDOT

Colleen Campbell, Transportation Planner I, SAS, FCDOT

ASSIGNED COUNSEL:

Randall T. Greehan, Assistant County Attorney

**RESOLUTION**

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
ABANDONMENT  
ACCOTINK ROAD ROUTE 637**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on May 13, 2025, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, Accotink Road, Route 637, located off of Fisher Woods Drive, Route 10213, in the Mount Vernon District on Tax Maps 99-4 and 108-2, were part of the Secondary System of State Highways in regards to maintenance; and

**WHEREAS**, the completion of Fairfax County Plan #9352-SD-01 improved the northern portion of Accotink Road, Route 637, leaving the remaining portion unimproved; and

**WHEREAS**, the remaining unimproved portion of Accotink Road is to be abandoned and must be removed from the Virginia Department of Transportation's Secondary System of Highways pursuant to §33.2-912 of the Code of Virginia;

**NOW THEREFORE, BE IT RESOLVED**, that this Board supports the abandonment of the 0.31-mile portion of Route 637 as depicted on the Attachments to the Board Item. A copy of this resolution will be forwarded to the Resident Engineer for the Virginia Department of Transportation.

**ADOPTED** this 13<sup>th</sup> day of May 2025

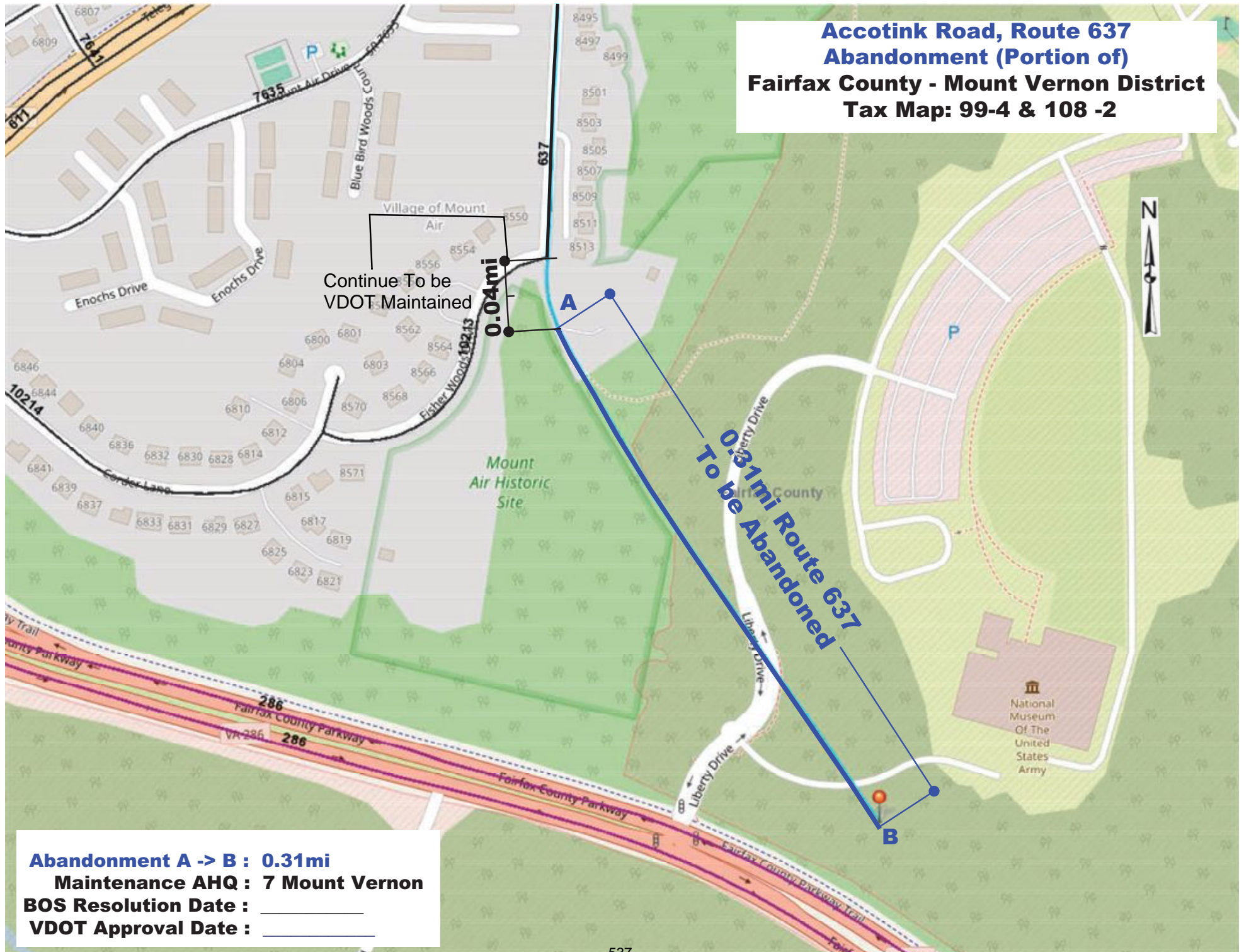
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Jill G. Cooper

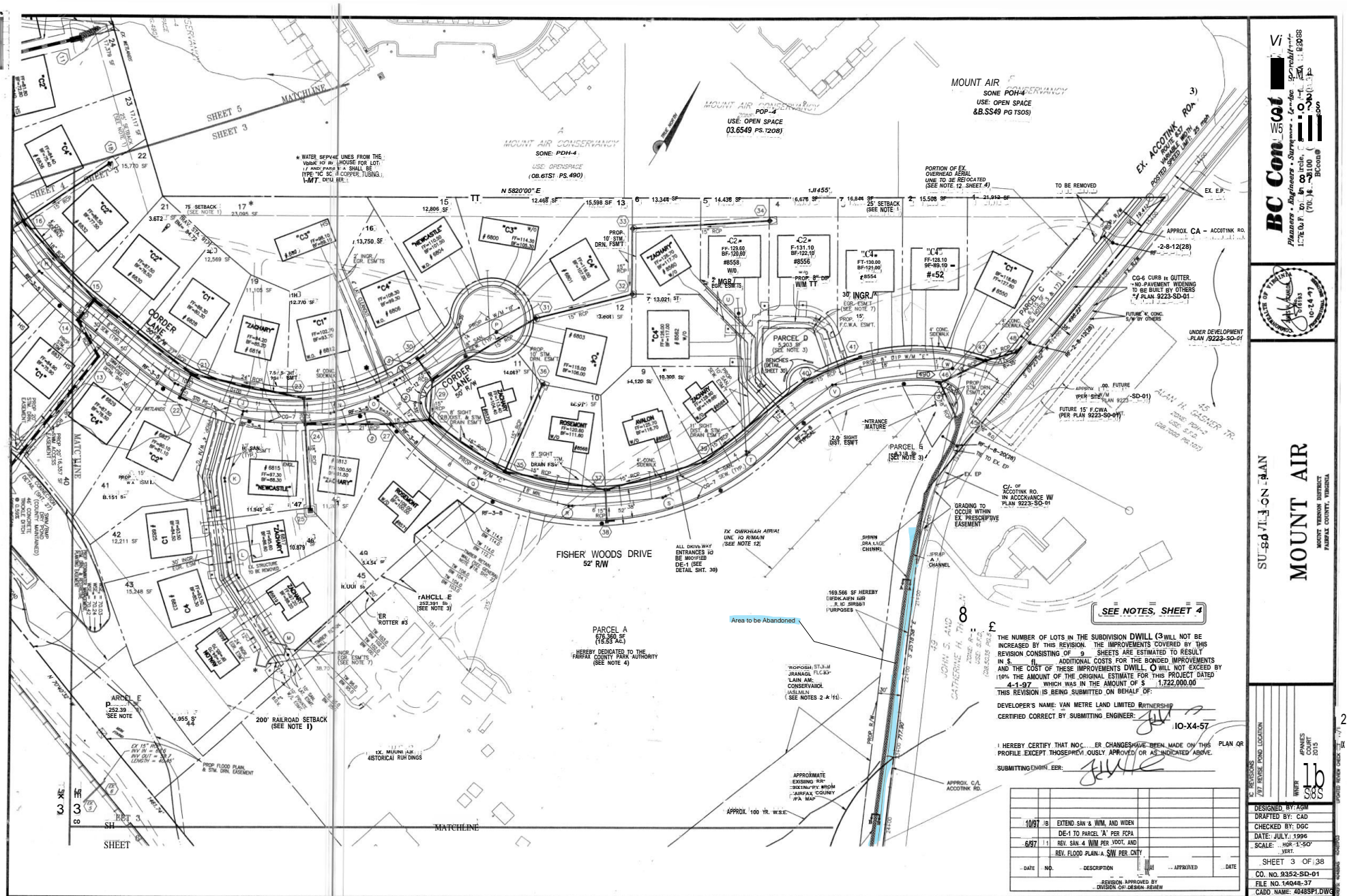
Clerk for the Board of Supervisors

**Accotink Road, Route 637  
Abandonment (Portion of)  
Fairfax County - Mount Vernon District  
Tax Map: 99-4 & 108 -2**



**Abandonment A -> B : 0.31mi**  
**Maintenance AHQ : 7 Mount Vernon**  
**BOS Resolution Date : \_\_\_\_\_**  
**VDOT Approval Date : \_\_\_\_\_**





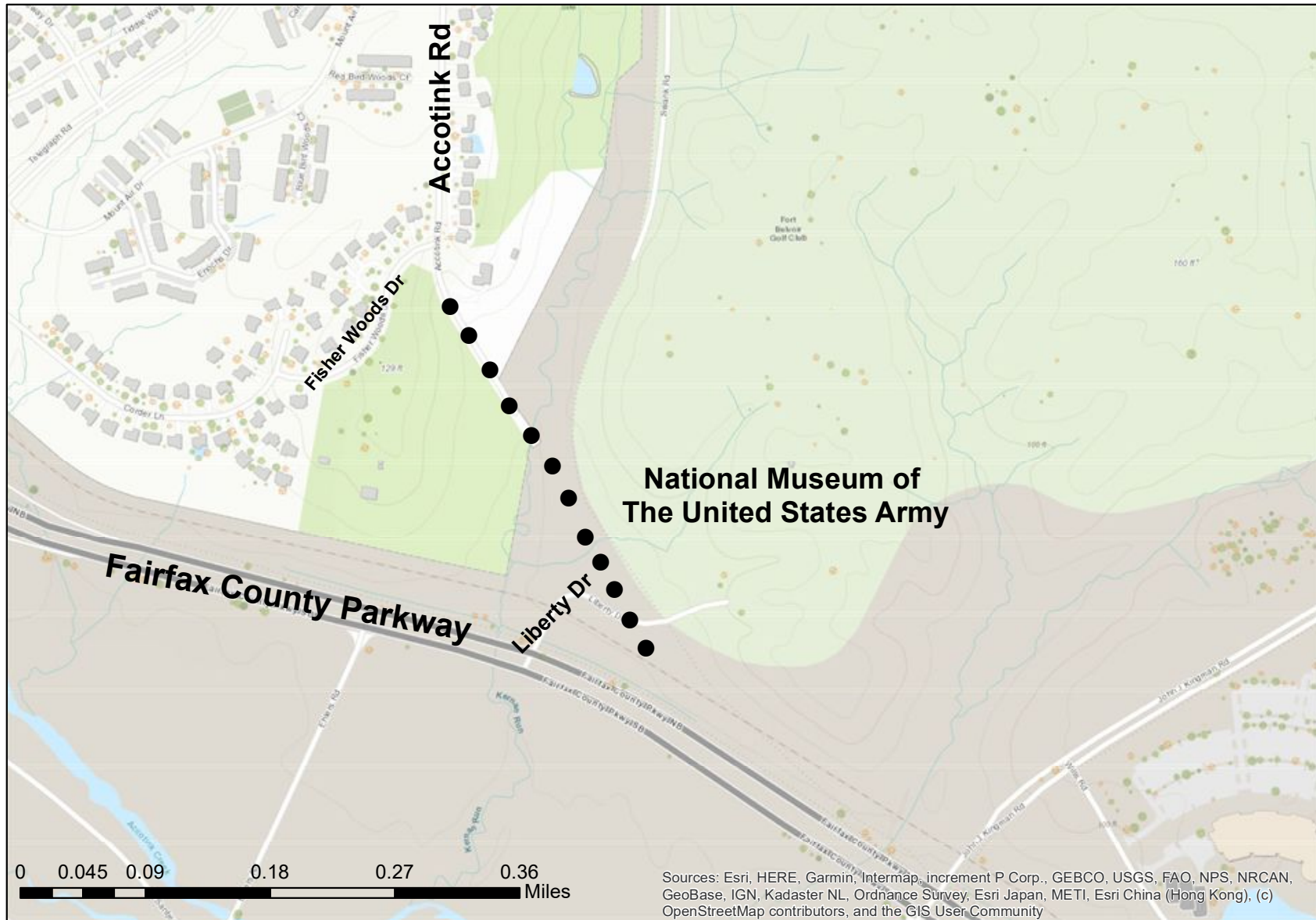


[illegible]



# Abandonment of Accotink Road

Mount Vernon District



● Denotes Area to be Abandoned

Tax Map 99-4 & 108-2



Board Agenda Item  
May 13, 2025

ACTION – 2

Approval of 2025 Rate Adjustments to Centreville Area, Fairfax Center Area, Reston, Tysons, Tysons Grid of Streets, and Tysons-Wide Road Funds (Braddock, Dranesville, Hunter Mill, Providence, Springfield, and Sully Districts)

ISSUE:

Board approval of adjustments to the Centreville Area, Fairfax Center Area, Reston, Tysons, Tysons Grid of Streets, and Tysons-wide Road Fund rates to compensate for inflation in project construction costs, in accordance with the Consumer Price Index for all urban consumers (CPI-U).

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the attached rate schedule (Attachment 1), including a 3 percent adjustment of the existing contribution rates in all fund areas, with the new rate effective June 1, 2025.

TIMING:

Board action is requested on May 13, 2025, so that the new rates can take effect on June 1, 2025.

BACKGROUND:

One of the principles of the Comprehensive Plan for each of the road fund areas is that development above the baseline level established in the plan may be approved if the developer mitigates the impact of such increased density or intensity by contributing to a fund for the provision of off-site road improvements. All road funds function in this manner.

Attachment 1 reflects the increase in developer contribution rates as calculated with a 3 percent inflationary increase over the 2024 rates. The 3 percent increase is derived from the CPI-U as required by the Code of Virginia. The rate increase is necessary to keep pace with inflationary project construction cost increases. The last rate increase went into effect June 1, 2024.

EQUITY IMPACT:

Staff conducted an Equity Impact Assessment to evaluate potential implications of the proposed Board Item. While most Road Fund areas fall within the low to average range of the Fairfax County Vulnerability Index, some areas affected by this Board Item contain populations classified as high to very high vulnerability. There are both potential benefits and concerns from an equity perspective. Developers' contributions to fund infrastructure improvements support transportation needs, potentially alleviating financial burden on existing residents. It may also provide infrastructure enhancements in areas experiencing rapid population growth. Directing funds primarily toward high-growth areas could contribute to a geographic imbalance in infrastructure investment, potentially overlooking transportation needs in less developed or underserved communities. Additionally, there may be differential impacts on developers depending on their scale, with larger developers more likely to absorb increased costs than smaller developers, who may pass them on to residents.

Due to limited disaggregated data regarding geographic distribution, community vulnerability, and developer scale, a definitive equity determination cannot be made at this time. Additional data and analysis are recommended to more fully understand the distributional impacts of the proposed policy and to inform future equity-centered funding decisions.

FISCAL IMPACT:

Adoption of the revised rates will increase the funds contributed by developers to Fund 30040, Contributed Roadway Improvements. However, the primary effects of the 3 percent increase will be felt in future years. This is because the contribution amount for each development is determined by the effective rate at the time of the land use action (rezoning, special exception, special permit, etc.) approval by the Board. The contribution rate at the time of approval will remain effective for a period of two years. If a site plan or subdivision plan (i.e. preliminary or final plat) is not submitted within two years from the development approval date, the contribution rate in effect at the time of site plan submission or final subdivision plat submission will be used to identify the total contribution required.

ENCLOSED DOCUMENTS:

Attachment 1: Calculation of Revised Contribution Rate for 2025

Board Agenda Item  
May 13, 2025

STAFF:

Jennifer Miller, Deputy County Executive

Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)

Jeffrey C. Hermann, Chief, Site Analysis and Transportation Planning Division, FCDOT

Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT

Lisa Witt, Chief, Administration Service Division, FCDOT

Ray Johnson, Chief, Funding Section, FCDOT

Smitha Chellappa, Senior Transportation Planner, Funding Section, FCDOT

Jennifer Rosales, Financial Specialist, Funding Section, FCDOT

### CALCULATION OF REVISED CONTRIBUTION RATE – 2025

Inflation rate for 2025 based on the Consumer Price Index for all Urban Customers (CPI-U) published by the US Department of Labor, Bureau of Labor Statistics (not seasonally adjusted)

#### Proposed 2025 Contribution Rate

Road Fund Area	Type	Approved Rate 2024	Inflationary Increase 2025	Proposed Rate 2025
Tysons	non-residential	\$5.71	1.03	\$5.88
	residential	\$1,266.44	1.03	\$1,304.43
Tysons-Wide	non-residential	\$7.70	1.03	\$7.93
	residential	\$1,365.11	1.03	\$1,406.06
Tysons-Grid of Streets	non-residential	\$8.78	1.03	\$9.04
	residential	\$1,365.11	1.03	\$1,406.06
Fairfax Center	non-residential	\$7.75	1.03	\$7.98
	residential	\$1,718.55	1.03	\$1,770.11
Centreville	non-residential	\$8.34	1.03	\$8.59
	residential	\$3,293.48	1.03	\$3,392.28
Reston	non-residential	\$12.24	1.03	\$12.61
	residential	\$2,675.25	1.03	\$2,755.51

Board Agenda Item  
May 13, 2025

ACTION – 3

Adoption of Repetitive Loss Area Analysis for Fairfax County

ISSUE:

Board adoption of the Repetitive Loss Area Analysis (RLAA) for Fairfax County (County).

RECOMMENDATION:

The County Executive recommends that the Board adopt the RLAA for the County, which is included as (Attachment 1).

TIMING:

Board approval is requested on May 13, 2025.

BACKGROUND:

The County participates in the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) and Community Rating System (CRS). The NFIP offers reasonably priced flood insurance to communities that comply with minimum standards for floodplain management. The CRS program is a voluntary program that incentivizes community floodplain management activities that exceed the minimum NFIP requirements by providing discounts on flood insurance premiums depending on the CRS rating class achieved by the community. CRS class ratings range from 1 to 9, with a lower number resulting in larger flood insurance discounts.

The County has been participating in the NFIP since 1972 and entered the CRS in 1993. In 2014, the County achieved a CRS Class 6 rating, which provides NFIP policyholders in the County with a 20% discount. As of March 2, 2025 there were 4,246 NFIP policies in force in the County, with insurance coverage of approximately \$1.1 billion.

The CRS program participants are encouraged to address Repetitive Loss (RL) properties. FEMA defines RL as damage to any insurable building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period since 1978. A property does not have to be carrying a current flood insurance policy to be considered a RL property. If the property was ever insured and there have been claims on that property resulting in its designation as a RL property, it remains designated as a RL property regardless of whether the property is insured. FEMA also

Board Agenda Item  
May 13, 2025

designates properties as Severe Repetitive Loss (SRL) when there have been four or more claims with each payment exceeding \$5,000, or two or more claims where the cumulative amount of payment exceeds the fair market value of the insured structure.

According to FEMA's most recent RL data (February 2025), there are currently 98 RL properties in Fairfax County, of which five are designated as SRL. Many of the losses in the NFIP come from RL properties, which is why addressing these properties is considered a priority for communities participating in the CRS program. To support this effort, this RLAA has been completed in accordance with FEMA's CRS Coordinator's Manual.

Data gathering, compilation, and analysis for the RLAA was completed primarily in 2023 and 2024 using FEMA's 2022 RL data (which has not changed in the most recent RL data received from FEMA in February 2025). As part of the analysis, Repetitive Loss Areas (RLAs) associated with each RL area were identified. RLAs include structures near a RL property that are prone to similar flooding conditions. The RLAA identifies 32 RLAs in Fairfax County which includes 678 structures. FEMA's RL data is subject to the Privacy Act of 1974, 5 U.S.C 552a. To comply with the provisions of the Privacy Act, two versions of the RLAA were created – an internal version available to County staff, and a public version that removes all individually identifiable information from the internal version and is the version being adopted.

This RLAA is based on reviews of existing reports, field survey and data collection, and identifies potential structural and non-structural measures that can be considered at each RLA. These measures are detailed in Sections 2.3 and 2.4 of the RLAA and provide the County with options for reducing damage from repetitive flooding. Section 2.5 of the RLAA presents completed mitigation projects and on-going mitigation actions. In addition, adoption of the RLAA report will provide the County with additional CRS points that could potentially result in the County achieving a Class 5 which will provide a 25% discount to NFIP policyholders in the County.

EQUITY IMPACT:

There should be no equity impact resulting from the adoption of the RLAA report, which is based on FEMA's RL data for the County.

FISCAL IMPACT:

There should be no direct fiscal impact from the adoption of the RLAA report. If specific recommendations in the report are moved forward to mitigate repetitive flooding, they will be funded by existing or future funding from Fund 40100, Stormwater Services capital projects. Depending on the project type, the County may also pursue state or federal cost-share grant funding.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

Attachment 1 – Repetitive Loss Area Analysis

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Seamus J. Mooney, Coordinator, Department of Emergency Management and Security

Eleanor Ku Coddling, Deputy Director, Water Resources and Infrastructure, DPWES

Joni Calmbacher, Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc Gori, Assistant County Attorney





# REPETITIVE LOSS AREA ANALYSIS

Department of Public Works and Environmental Services  
Fairfax County, Virginia

APRIL 2025





# Acknowledgements

Portions of this report and all field visits to Repetitive Loss Areas were completed under contract by AECOM and AtkinsRéalis.

# Executive Summary

Fairfax County participates in FEMA's National Flood Insurance Program (NFIP) and Community Rating System (CRS). The NFIP offers reasonably priced flood insurance to communities that comply with minimum standards for floodplain management. The CRS program is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements by providing discounts on flood insurance premiums depending on the CRS rating class achieved by the community. CRS class ratings range from 1 to 9, with a lower number indicating a higher rating.

Fairfax County has been participating in the NFIP since 1972 and entered the CRS in 1993. In 2014, the County achieved a CRS Class 6 rating, which provides NFIP policyholders in the County with a 20% discount. As of March 2, 2025, there were 4,246 NFIP policies in force in the County, with insurance coverage of approximately \$1.1 billion.

FEMA defines Repetitive Loss (RL) as damage to any insurable building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period since 1978. A property does not have to be carrying a current flood insurance policy to be considered a RL property. If the property was ever insured and there have been claims on that property resulting in its designation as a RL property, it remains designated as a RL property regardless of whether the property is insured. FEMA also designates properties as Severe Repetitive Loss (SRL) when there have been 4 or more claims with each payment exceeding \$5,000, or 2 or more claims where the cumulative amount of payment exceeds the fair market value of the insured structure. According to most recent repetitive loss data (February 2025) received from FEMA, there are currently 98 RL properties in Fairfax County, of which 5 are designated as SRL.

Since many of the losses in the NFIP come from repetitive loss properties, addressing these properties is considered a priority for communities participating in the CRS program. This Repetitive Loss Area Analysis (RLAA) has been completed in accordance with FEMA's CRS Coordinator's Manual using the FEMA's 2022 repetitive loss data (which has not changed in the most recent repetitive loss data received from FEMA in February 2025). As part of the analysis, Repetitive Loss Areas (RLAs) associated with each RL area were identified. RLAs include structures near a RL property that are prone to similar flooding conditions. The RLAA identifies 32 RLAs in Fairfax County that include 678 structures. FEMA's repetitive loss data is subject to the Privacy Act of 1974, 5 U.S.C 552a. To comply with the provisions of the Privacy Act, two versions of the RLAA were created – an internal version available to County staff, and a version available to the general public. The public version of the RLAA removes all individually identifiable information from the internal version. This document is the public RLAA version.

This RLAA is based on reviews of existing reports, field survey and data collection, and identifies potential structural and non-structural measures that can be considered at each RLA. These measures are detailed in Sections 2.3 and 2.4 of the RLAA and provide the County with options for reducing damage from repetitive flooding. Section 2.5 of the RLAA presents completed mitigation projects and on-going mitigation actions. Projects currently in progress for RLAs 15 and 18 will result in the mitigation of all 5 SRL properties in the County and reduce the number of RL properties in the County to 92.

# Contents

<b>Acronyms and Abbreviations .....</b>	<b>viii</b>
<b>1. Repetitive Loss Area Analysis .....</b>	<b>1</b>
1.1 Background .....	1
1.2 Setting.....	2
1.3 Repetitive Loss Requirement .....	4
1.4 Repetitive Loss Areas and Properties .....	4
<b>2. The Repetitive Loss Area Analysis Process .....</b>	<b>7</b>
2.1 Step 1. Advise the Property Owners .....	7
2.2 Step 2. Contact Agencies and Organizations .....	8
2.2.1 Summary of Studies and Reports .....	8
2.3 Step 3. Collect Building Data.....	10
2.3.1 Summary of Data Collection Findings .....	10
2.3.2 Repetitive Loss Area 1 .....	10
2.3.3 Repetitive Loss Area 2 .....	14
2.3.4 Repetitive Loss Area 3 .....	14
2.3.5 Repetitive Loss Area 4 .....	15
2.3.6 Repetitive Loss Area 5 .....	19
2.3.7 Repetitive Loss Area 6 .....	24
2.3.8 Repetitive Loss Area 7 .....	24
2.3.9 Repetitive Loss Area 8 .....	29
2.3.10 Repetitive Loss Area 9 .....	30
2.3.11 Repetitive Loss Area 10 .....	34
2.3.12 Repetitive Loss Area 11 .....	39
2.3.13 Repetitive Loss Area 12 .....	39
2.3.14 Repetitive Loss Area 13 .....	44
2.3.15 Repetitive Loss Area 14 .....	47
2.3.16 Repetitive Loss Area 15 .....	47
2.3.17 Repetitive Loss Area 16 .....	47
2.3.18 Repetitive Loss Area 17 .....	51
2.3.19 Repetitive Loss Area 18 .....	52
2.3.20 Repetitive Loss Area 19 .....	56
2.3.21 Repetitive Loss Area 20 .....	57
2.3.22 Repetitive Loss Area 21 .....	61
2.3.23 Repetitive Loss Area 22 .....	66
2.3.24 Repetitive Loss Area 23 .....	69
2.3.25 Repetitive Loss Area 24 .....	74
2.3.26 Repetitive Loss Area 25 .....	79
2.3.27 Repetitive Loss Area 26 .....	86

2.3.28	Repetitive Loss Area 27 .....	86
2.3.29	Repetitive Loss Area 28 .....	91
2.3.30	Repetitive Loss Area 29 .....	92
2.3.31	Repetitive Loss Area 30 .....	96
2.3.32	Repetitive Loss Area 31 .....	101
2.3.33	Repetitive Loss Area 32 .....	107
2.3.34	Repetitive Loss Area 33 .....	111
2.3.35	Repetitive Loss Area 34 .....	115
2.4	Step 4. Review Alternative Mitigation Approaches .....	116
2.4.1	Proposed Mitigation Alternatives for RLAs .....	117
2.4.2	Funding for Implementing Mitigation Measures .....	120
2.5	Step 5. Document the Findings .....	121
2.5.1	Completed Mitigation Projects .....	121
2.5.2	On-going Mitigation Actions .....	127
2.5.3	Other Current Mitigation Actions .....	129
<b>3.</b>	<b>References.....</b>	<b>131</b>

#### **Appendix A. Example Notification Letter & Sample Questionnaire**

#### **Appendix B. Field Notes**

### **Tables**

Table 1 - Four RLAs with Majority of Repetitive Loss Properties .....	5
Table 2 - RLA 1 Overview .....	11
Table 3 - RLA 3 Overview .....	15
Table 4 - RLA 4 Overview .....	16
Table 5 - RLA 5 Overview .....	20
Table 6 - RLA 6 Overview .....	24
Table 7 - RLA 7 Overview .....	25
Table 8 - RLA 8 Overview .....	30
Table 9 - RLA 9 Overview .....	31
Table 10 - RLA 10 Overview .....	35
Table 11 - RLA 11 Overview .....	39
Table 12 - RLA 12 Overview .....	40
Table 13 - RLA 13 Overview .....	44
Table 14 - RLA 14 Overview .....	47
Table 15 - RLA 16 Overview .....	48
Table 16 - RLA 17 Overview .....	52
Table 17 - RLA 18 Overview .....	53
Table 18 - RLA 19 Overview .....	57
Table 19 - RLA 20 Overview .....	58
Table 20 - RLA 21 Overview .....	62
Table 21 - RLA 22 Overview .....	66

Table 22 - RLA 23 Overview .....	70
Table 23 - RLA 24 Overview .....	74
Table 24 - RLA 25 Overview .....	80
Table 25 - RLA 26 Overview .....	86
Table 26 - RLA 27 Overview .....	87
Table 27 - RLA 28 Overview .....	92
Table 28 - RLA 29 Overview .....	92
Table 29 - RLA 30 Overview .....	97
Table 30 - RLA 31 Overview .....	102
Table 31 - RLA 32 Overview .....	107
Table 32 - RLA 33 Overview .....	111
Table 33 - RLA 34 Overview .....	116
Table 34 - Proposed Mitigation Alternatives.....	118

## Figures

Figure 1 - Fairfax County Location and Surrounding Communities.....	3
Figure 2 - Overview Map showing locations of RLAs in Fairfax County .....	6
Figure 3 - RLA 1.....	12
Figure 4 – Six Representative Photographs of RLA 1.....	14
Figure 5 - RLA 4.....	17
Figure 6 – Six Representative Photographs of RLA 4.....	19
Figure 7 - RLA 5.....	21
Figure 8 – Eight Representative Photographs of RLA 5.....	23
Figure 9 - RLA 7.....	26
Figure 10 – 12 Representative Photographs of RLA 7.....	29
Figure 11 - RLA 9.....	32
Figure 12 – Six Representative Photographs of RLA 9.....	34
Figure 13 - RLA 10.....	36
Figure 14 – Eight Representative Photographs of RLA 10.....	38
Figure 15 - RLA 12.....	41
Figure 16 – Eight Representative Photographs of RLA 12.....	43
Figure 17 - RLA 13.....	45
Figure 18 – Four Representative Photographs of RLA 13 .....	46
Figure 19 - RLA 16.....	49
Figure 20 – Six Representative Photographs of RLA 16.....	51
Figure 21 - RLA 18.....	55
Figure 22 – Six Representative Photographs of RLA 18.....	56
Figure 23 - RLA 20.....	59
Figure 24 – Six Representative Photographs of RLA 20.....	61
Figure 25 - RLA 21.....	63
Figure 26 – Eight Representative Photographs of RLA 21.....	65
Figure 27 - RLA 22.....	67
Figure 28 – Six Representative Photographs of RLA 22.....	69
Figure 29 - RLA 23.....	71
Figure 30 – Eight Representative Photographs of RLA 23.....	73
Figure 31 - RLA 24.....	75

Figure 32 – 14 Representative Photographs of RLA 24.....	79
Figure 33 - RLA 25.....	81
Figure 34 – 16 Representative Photographs of RLA 25.....	85
Figure 35 - RLA 27.....	88
Figure 36 – 10 Representative Photographs of RLA 27.....	91
Figure 37 - RLA 29.....	93
Figure 38 – 10 Representative Photographs of RLA 29.....	96
Figure 39 - RLA 30.....	98
Figure 40 – 10 Representative Photographs of RLA 30.....	101
Figure 41 - RLA 31.....	103
Figure 42 – 12 Representative Photographs of RLA 31.....	106
Figure 43 - RLA 32.....	108
Figure 44 – Eight Representative Photographs of RLA 32.....	110
Figure 45 - RLA 33.....	112
Figure 46 – 10 Representative Photographs of RLA 33.....	115
Figure 47 - Huntington Levee, Cameron Run and Potomac River .....	122
Figure 48 - Huntington Levee Overview .....	122
Figure 49 - Levee protected buildings as per FEMA SFHA.....	123
Figure 50 - Aerial Imagery showing the properties in 2011 and open space in 2023 .....	124
Figure 51 - Swinks Mill Property acquired in January 2024 .....	125
Figure 52 - Project Area.....	126
Figure 53 - Rendering of proposed environmental corridor.....	126
Figure 54 - Location of the Chowan Ave Stormwater Improvement project .....	129

## Acronyms and Abbreviations

CAP	Conservation Assistance Programs
CFPF	Community Flood Preparedness Fund
CMAC	Continuous Monitoring and Adaptive Control
CRS	Community Rating System
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
FMA	Flood Mitigation Assistance
FMP	Floodplain Management Plan
FMAP	Flood Mitigation Assistance Program
HMA	Hazard Mitigation Assistance
HMGP	Hazard Mitigation Grant Program
LOMR	Letter of Map Revision
NFIP	National Flood Insurance Program
PDM	Pre-Disaster Mitigation
RL	Repetitive Loss
RLA	Repetitive Loss Area
RLAA	Repetitive Loss Area Analysis
SFHA	Special Flood Hazard Area
SRL	Severe Repetitive Loss
USACE	U.S. Army Corps of Engineers

# 1. Repetitive Loss Area Analysis

## 1.1 Background

Flooding has been recognized to be a significant natural hazard in the country since at least the early 1900's. In 1968, Congress passed the National Flood Insurance Act, leading to the creation of the National Flood Insurance Program (NFIP), with two primary goals - reducing future flood damage and protecting property owners. The NFIP requires participating communities to adopt minimum floodplain management standards and underwrites flood insurance for properties with an elevated flood risk.

The NFIP operates in cooperation with local communities. Participation in the NFIP is entirely voluntary, but the benefit of federally backed flood insurance is incentive to join. The Federal Emergency Management Agency (FEMA) agrees to provide flood insurance for properties in a community if that community takes steps to meet certain criteria for future floodplain development.

Communities must adopt and enforce floodplain regulations that meet or exceed NFIP criteria to receive flood insurance coverage underwritten by the NFIP. Community floodplain regulations are supposed to protect newly constructed buildings from the flood levels depicted on the Flood Insurance Rate Map (FIRM). Once a community meets NFIP criteria, flood insurance policies are available to every building in the participating community.

The NFIP offers reasonably priced flood insurance to communities that comply with minimum standards for floodplain management. The NFIP's Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements.



Communities participating in the CRS receive discounted flood insurance premium rates to reflect the reduced flood risk resulting from actions meeting the three goals of the CRS:

1. Reduce flood damage to insurable property,
2. Strengthen and support the insurance aspects of the NFIP, and
3. Encourage a comprehensive approach to floodplain management.

Fairfax County, VA (Community ID 515525) has been participating in the NFIP since 1972 and entered the CRS in 1993. In 2014, the County achieved a CRS Class 6 rating, which provides NFIP policyholders with a 20% discount.

As of March 3, 2025, there were 4,246 NFIP policies in force in the County, with insurance coverage of \$1.1 billion. The County has 1,322 paid losses against the NFIP totalling about \$14.3 million.

FEMA defines Repetitive Loss (RL) as damaged to any insurable building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A property does not have to be carrying a current flood insurance policy to be considered a RL property. If the property was ever insured and there have been claims on that property resulting in its designation as a RL property, it remains designated as a RL property regardless of whether the property is insured. FEMA also designates properties



as Severe Repetitive Loss (SRL) when there have 4 or more claims with each payment exceeding \$5,000, or 2 or more claims where the cumulative amount of payment exceeds the fair market value of the insured structure. According to most recent repetitive loss data (February 2025) received from FEMA, there are currently 99 RL properties in Fairfax County, of which 5 are designated as SRL. One of the properties on this list was recently demolished. The County has submitted a request to update the RL list, after which there will be 98 properties on the list.

Since many of the losses in the NFIP come from repetitive loss properties, addressing these properties is considered a priority for communities participating in the CRS program. This Repetitive Loss Area Analysis (RLAA) report has been completed in accordance with FEMA's CRS Coordinator's Manual using the FEMA's 2022 repetitive loss data (which has not changed in the most recent repetitive loss data received from FEMA in February 2025). As part of the analysis Repetitive Loss Areas (RLAs) associated with each RL area were identified. RLAs include structures near a RL property that are prone to similar flooding conditions.

## 1.2 Setting

Fairfax County, situated in Northern Virginia, is part of the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan Statistical Area. The County comprises about 407 square miles located mainly in the Piedmont physiographic region, with rolling hills and deep stream valleys such as Difficult Run and its tributaries. Elevations in the County range from sea level along the Potomac River to over 500 feet (~150 meters) above sea level near Tysons Corner, VA. Across the river to the north is Montgomery County, MD, and across the river to the southeast are Prince George's County and Charles County in Maryland. Fairfax County is partially bounded on the north and east by Arlington County and the independent cities of Alexandria and Falls Church. It is bounded on the west by Loudoun County and on the south by Prince William County. In 2023, the population was estimated at 1,172,600 (Fairfax County, 2023). **Figure 1** shows the location of Fairfax County.

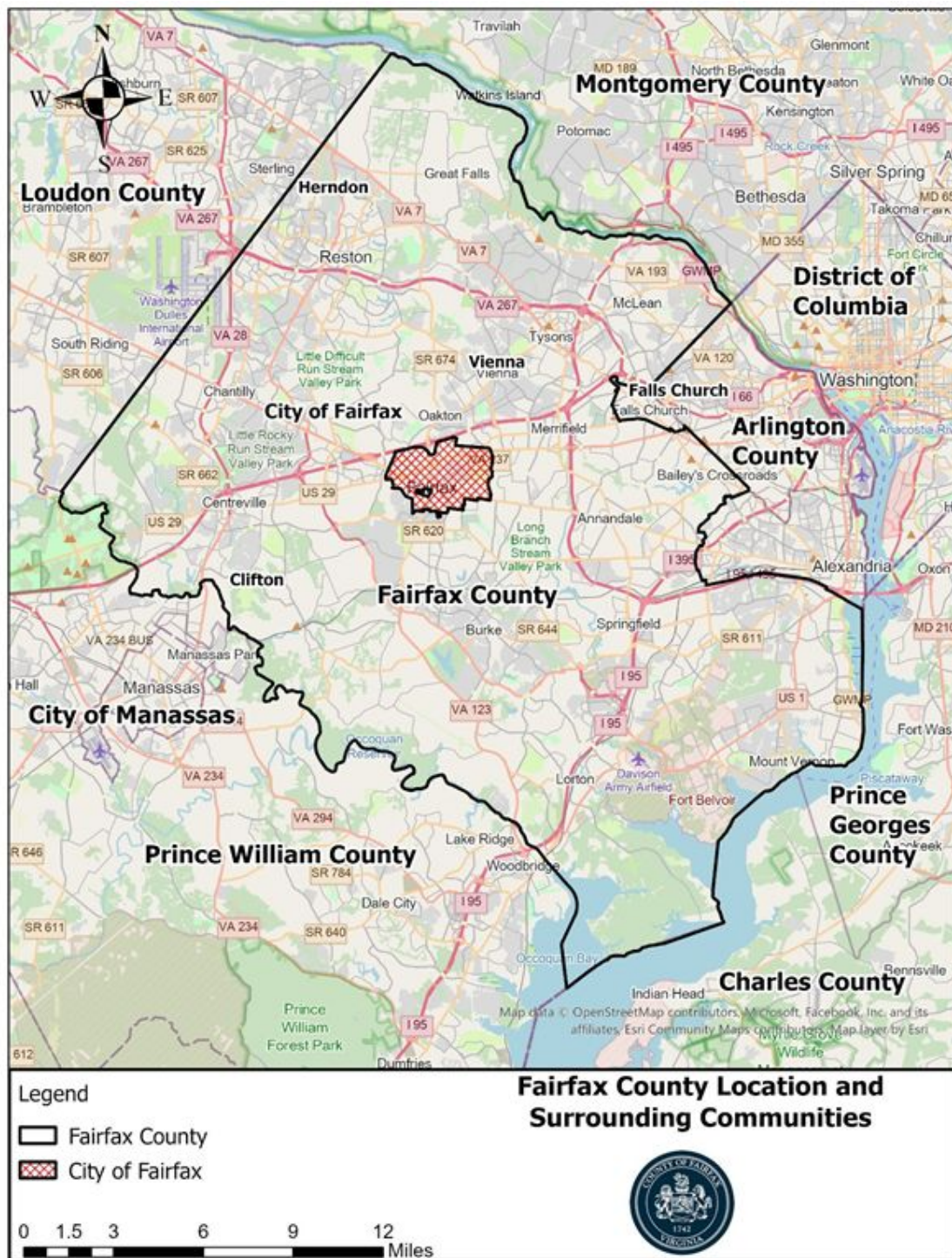


Figure 1 - Fairfax County Location and Surrounding Communities

## 1.3 Repetitive Loss Requirement

Repetitive loss data must be maintained and updated annually for a community to participate in the CRS. Since many of the losses under the NFIP come from repetitively flooded properties, addressing these properties is a priority for participating in the CRS program. CRS communities are categorized as A, B, or C depending on the severity of their repetitive loss problem; each category has different responsibilities.

- Category A: A community that has no repetitive loss properties, or where all repetitive loss properties have been mitigated. A Category A community has no special requirements except to submit information to update its repetitive loss list, as needed.
- Category B: A community with at least one, but fewer than 50, repetitive loss properties that have not been mitigated. At each verification visit, a Category B community must:
  - a) Prepare a map of the repetitive loss area(s) (see Section 503)
  - b) Review and describe its repetitive loss problem
  - c) Prepare a list of the addresses of all properties with insurable buildings in those areas
  - d) Undertake an annual outreach project to those addresses (see Section 504). A copy of the outreach project is submitted with each year's recertification.
- Category C: A community with 50 or more repetitive loss properties that have not been mitigated. A Category C community must:
  - a) Do the same things as a Category B community
  - b) Prepare and adopt a repetitive loss area analysis for all repetitive loss areas or prepare and adopt a floodplain management plan that includes full credit for planning Step 5(c). Repetitive loss area analyses and floodplain management plans are described under Activity 510 (Floodplain Management Planning).

## 1.4 Repetitive Loss Areas and Properties

As noted in Section 1.1, based on the 2022 RL list received from FEMA, there are 98 unmitigated repetitive loss properties in Fairfax County making it a Category C CRS community. The RL list was used to map 34 RLAs in the County and includes a total of 678 properties. Properties in RLAs 2 and 15 are mitigated and are no longer considered RLAs. However, to avoid re-numbering, the original RLA numbers were retained. Therefore, while RLAs are numbered from 1 through 34, there are only 32 RLAs.

Of the 678 properties within the RLAs, 541 of them are clustered within four RLAs across the County. The remaining 153 properties are scattered across the County in the other RLAs. **Table 1** lists the four RLAs with their corresponding number of clustered properties.

**Table 1 - Four RLAs with Majority of Repetitive Loss Properties**

RLA No.	Area Description	Number of Properties
RLA 5	Belle View / New Alexandria	202
RLA 7	Huntington	230
RLA 16	Lake Anne	57
RLA 18	Bel Air	52

RLA = Repetitive Loss Area

The 32 RLAs within Fairfax County were identified according to the principles outlined in FEMA's CRS guidance titled *Mapping Repetitive Loss Areas*, dated August 15, 2008.

An overview map of the County's RLAs is shown in **Figure 2**. A table describing each RLA, a detailed map of the RLA and included structure footprints, and sample photographs from each RLA are provided in Section 2.



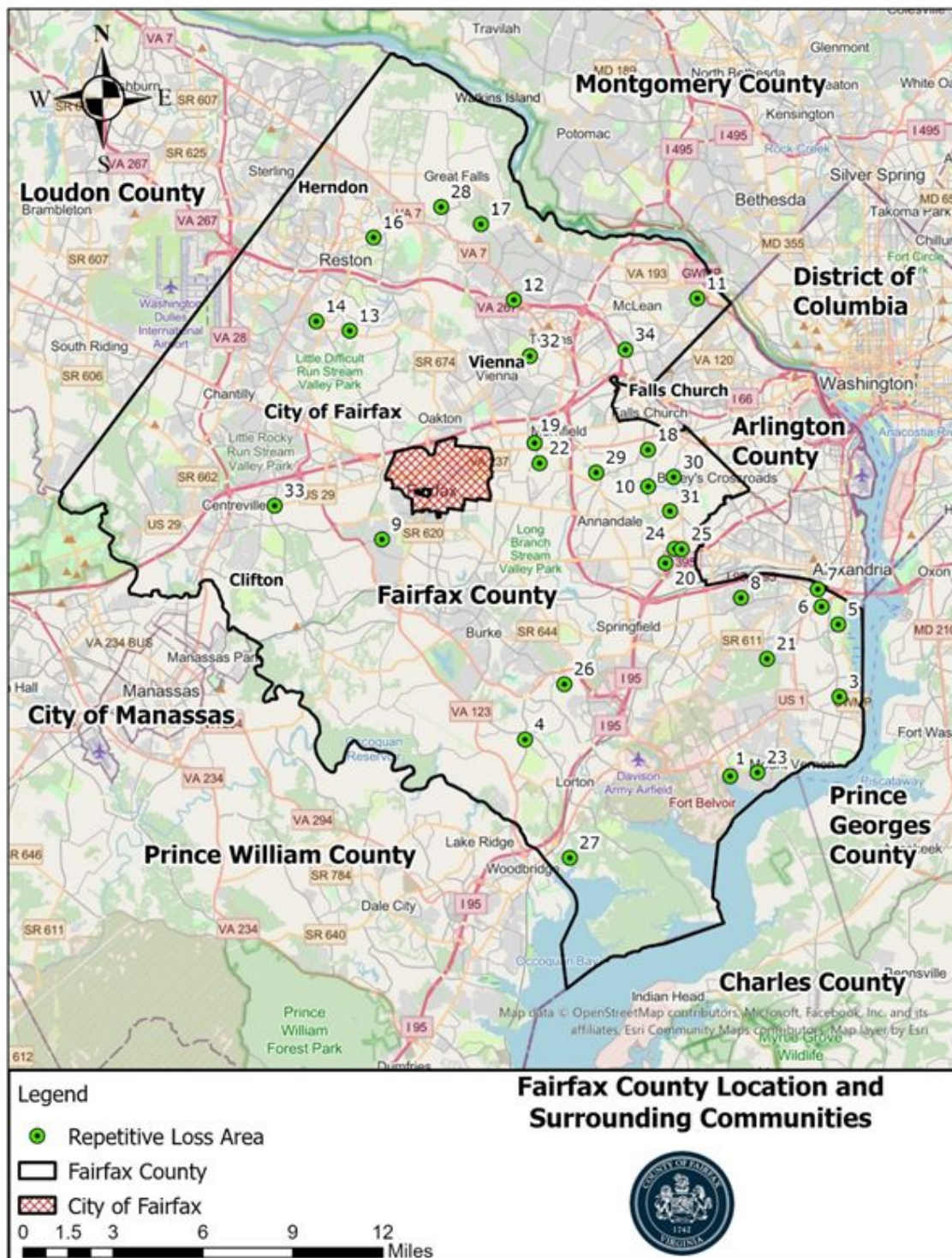


Figure 2 - Overview Map showing locations of RLAs in Fairfax County

## 2. The Repetitive Loss Area Analysis Process

A RLAA results in a more specific guidance on how to reduce damage from repetitive flooding than a community-wide floodplain management or hazard mitigation plan. This RLAA followed all five planning steps described in the 2017 *CRS Coordinator's Manual*:

**Step 1.** Advise all the property owners in the RLAs that the analysis will be conducted and request their input on the hazard and recommended actions.

**Step 2.** Contact agencies and organizations that may have plans or studies that address the cause or impacts of the flooding. The agencies and organizations must be identified in the analysis report.

**Step 3.** Visit each building in the RLA and collect basic data.

**Step 4.** Review alternative approaches and determine whether any property protection measures or drainage improvements are feasible.

**Step 5.** Document the findings. A separate analysis report must be conducted for each area. Additional CRS credit criteria that must be met include:

1. The community must have at least one RLA delineated in accordance with the criteria in Section 503 of the *CRS Coordinator's Manual*.
2. An area analysis must have been prepared and adopted for each RLA in the community.
3. The RLAA must be submitted to the community's governing body and made available to the media and the public. The complete RLAA must be adopted by the community's governing body or by an office that has been delegated approval authority by the community's governing body.
4. The community must prepare an annual progress report for its area analysis.
5. The community must update its RLAA in time for each CRS cycle verification visit.

### 2.1 Step 1. Advise the Property Owners

The County utilized the 2018 RL list to identify 21 RLAs. Letters were mailed to individual properties in 19 RLAs (excluding RLAs 5 and 7) in March 2017. An additional 13 RLAs were identified from the 2022 RL list, and letters to the additional properties in these RLAs mailed in August 2023. The letters described the objectives of the RLAA, requested specific information from the property owner related to the history of flooding and mitigation actions implemented, and informed the property owner that a County contractor would be visiting the property sites (without entering the property) to collect information.

Copies of all mailed letters will be kept on file with the Stormwater Planning Division of the Fairfax County Public Works and Environmental Services Department. In accordance with the Privacy Act of 1974, the letters will not be made public.

**Appendix A** includes an example of the property owner notification letter and questionnaire. Compiled results of the questionnaire responses are included in 2.3 Step 3. Collect Building Data.

## 2.2 Step 2. Contact Agencies and Organizations

Fairfax County Public Works and Environmental Services contacted the following external agencies and internal departments that have plans or studies that address the cause or impacts of flooding in the identified RLAs:

- U.S. Army Corps of Engineers (USACE)
- Northern Virginia Soil and Water Conservation District
- Fairfax County Department of Emergency Management and Security
- Fairfax County Planning Commission

The data collected was used to further analyze the flooding causes and to help identify potential solutions and mitigation measures for property owners. The reports that were analyzed and reviewed are listed below and summarized in Section 2.2.1:

- FEMA Fairfax County Flood Insurance Study, 2010
- FEMA/NFIP – BureauNet Policy Information by State reports
- USACE, Huntington Flood Damage Reduction Study, April 2009
- USACE, Flood Damage Reduction Analysis for Belle Haven Watershed, February 2008
- Northern Virginia Regional Hazard Mitigation Plan, 2017, 2023 Update
- Fairfax County Floodplain Management Plan – Progress Report, September 2016, July 2023
- FY2017–2021 Fairfax County Capital Improvement Program
- Fairfax County Comprehensive Plan, 2013

### 2.2.1 Summary of Studies and Reports

#### 2.2.1.1 FEMA Fairfax County Flood Insurance Study

FEMA's Flood Insurance Study (FIS) for Fairfax County, VA is dated September 17, 2010. The FIS revises and updates information on the existence and severity of flood hazards in Fairfax County, VA, including the Towns of Clifton, Herndon, Vienna and the unincorporated areas of Fairfax County. This study documents flood-risk data for various areas of the community used to establish actuarial flood insurance rates and assist the community in its efforts to promote sound floodplain management.

#### 2.2.1.2 Flood Insurance Claims Data

The Privacy Act of 1974 (5 U.S.C. 552a) restricts the release of flood insurance policy and claims data to the public. This information can only be released to state and local governments for use in floodplain management-related activities. Therefore, all claims' data in this report are only discussed in general terms.

### **2.2.1.3 Floodplain Management Plan – Progress Report, July 2024 (Part of the Northern Virginia Regional Hazard Mitigation Plan)**

The purpose of the County's FMP is to identify, assess, and mitigate flood hazards and flood risk in the County. The progress report on the implementation of the flood mitigation actions of the Northern Virginia Hazard Mitigation Plan was developed in response to FEMA requirements for the maintenance of the County's CRS program. To retain the benefits of a participating community, the County is required to submit this progress report to FEMA annually.

### **2.2.1.4 Northern Virginia Regional Hazard Mitigation Plan, 2017 & 2023 Update**

The main reason for developing a Hazard Mitigation Plan is to reduce a community's exposure to natural hazards by taking proactive, pre-disaster planning steps to limit development in hazard sensitive areas, particularly floodplain or flood hazard areas. The Northern Virginia Regional Hazard Mitigation Plan was developed in accordance with state and federal rules and regulations governing local hazard mitigation plans. The plan was adopted by four counties, including Fairfax, and ten participating municipalities in accordance with the authority and police powers granted to counties and municipalities under sections 15.2-2223 through 15.2-2231 of the Virginia State Code. The Plan contains several mitigation actions for the County, including mitigation actions for flood hazards.

### **2.2.1.5 FY2017–2021 Capital Improvement Program**

This planning document is a five-year outlook for anticipated capital projects designed to facilitate decision makers deciding when to replace capital assets. The projects described in this document are primarily related to improving public services, parks and recreation, public utilities, and facilities. The County's Stormwater Management Program is an important component of the Capital Improvement Plan and is currently being managed on a comprehensive watershed basis. The long-range goal for the stormwater program is dictated by the County's need to preserve and restore the natural environment and water resources, while being in full compliance with all applicable federal and state laws and mandates.

### **2.2.1.6 Fairfax County Comprehensive Plan, 2013**

The 2013 Fairfax County Comprehensive Plan dictates public policy in terms of transportation, utilities, land use, recreation, and housing. The Plan addresses numerous facets of the community, including the protection of natural resources and environmental quality. Sections of the Comprehensive Plan are updated periodically to incorporate Plan amendments adopted by the Board of Supervisors.

### **2.2.1.7 Huntington Flood Damage Reduction Study, April 2009**

The Huntington Flood Damage Reduction Study was conducted by the USACE, Baltimore District, at the request of the Fairfax County Stormwater Planning Division. The purpose of this study was to develop and evaluate alternative solutions for mitigating future flooding and to select a final plan for implementation. The flood damage reduction measures that were evaluated include a levee, dredging, buyouts, and flood-proofing individual buildings.



### **2.2.1.8 Flood Damage Reduction Analysis for Belle Haven Watershed, February 2008**

The purpose of this study was to determine if there are potential flood damage reduction alternatives for the Belle Haven watershed that are technically feasible and cost effective. The study evaluated alternatives such as levees and flood walls, and floodproofing alternatives such as raising and modifying structures.

## **2.3 Step 3. Collect Building Data**

Data collection included analysing the responses by property owners to the questionnaire and conducting site visits. Site visits to 19 of the RLAs were conducted from December 2016 through May 2017. Site visits to 13 RLAs were conducted in October 2023. Additional site visits to the 19 RLAs originally visited in 2016 and 2017 were conducted in December 2023 to confirm that site conditions remained the same and the identified mitigation actions were still valid. An example of the field notes form used for data collection is included in **Appendix B**.

At these site visits, digital photographs were taken from the street, and information about the structures collected. The information included building and foundation type, potential sources of flooding, and potential mitigation measures. Where the property owner had granted permission to enter their lot, additional photos and more detailed information were obtained.

For the 230 properties in RLA 7 (Huntington) and 202 properties in RLA 5 (Belle View/New Alexandria), only digital photographs from the street were taken both in 2017 and 2023. Specific property data for the 432 properties in these two RLAs was available from past USACE flood mitigation and economic studies performed in these areas.

### **2.3.1 Summary of Data Collection Findings**

The 32 identified RLAs are located throughout the County and parts of some RLAs are located within the FEMA 100-year floodplain. Each is subject to periodic flooding from heavy rains, lack of overland relief and/or poor grading, and localized stormwater flooding. Reducing repetitive flooding in these areas will require a combination of floodproofing techniques, education, and drainage improvement projects.

Much of the repetitive loss flooding has been caused by flash flooding that damaged residential and commercial buildings and caused many street closures due to floodwater overtopping the roadway. Flash flooding can occur when the capacity of the stormwater system is exceeded or obstructed by debris, sediment, and other materials that limit the volume of drainage.

Some losses were due to heavy rainfall associated with hurricanes and tropical storms. On average, Fairfax County is impacted by two or three tropical storms each year.

The sections that follow briefly describe the data collection findings from each RLA as well as possible actions that could be taken to mitigate flood risk.

### 2.3.2 Repetitive Loss Area 1

RLA 1 is partially located in the FEMA 100-year floodplain. The four properties in this area are waterfront properties, with the flooding source coming from the Potomac River. The area is residential, and the properties appear to have basements. There is a ditch on one side of the road. RLA 1 properties are summarized in **Table 2**. A map showing the boundary of the RLA, and the footprints of the included properties is shown in **Figure 3**. Representative photographs from the RLA follow in **Figure 4**.

The houses in this RLA appear to be constructed on sloping lots with the first floor partially underground (the front side of the lowest floor is underground facing the front of the house and level with the ground surface on the back side of the house, facing the Potomac River).

A field visit conducted on December 15, 2023, showed that drainage conditions appear unchanged, flooding from Potomac River in rear of these properties remains likely.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating the house above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Filling below-ground basements
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Installing flood walls or levees between the houses and the river

**Table 2 - RLA 1 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
1	4	4	0	Good	Riverine	Burke Dr.



Figure 3 - RLA 1







Figure 4 – Six Representative Photographs of RLA 1

### 2.3.3 Repetitive Loss Area 2

The December 20, 2023, field visit revealed the fact that the old RLA structure was demolished, and a new subdivision constructed at this location. As a result, this RLA should be considered mitigated.

### 2.3.4 Repetitive Loss Area 3

RLA 3 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief and/or poor grading. The area is residential. The RLA 3 property is summarized in **Table 3**.

The house in this RLA appears to have a slab-on-grade or possibly a basement foundation. In front of the house, there is a swale with a culvert running under the driveway.

A field visit conducted on December 20, 2023, showed that drainage conditions appear unchanged.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Drainage improvements to increase swales and culverts or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basement (if applicable)
- Elevating service equipment, such as utilities and electrical circuits, above the flood level



- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 3 - RLA 3 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source
3	1	1	0	Average	Lack of overland relief and/or poor grading

### 2.3.5 Repetitive Loss Area 4

RLA 4 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief, poor grading, or undersized drainage system. The area is residential. RLA 4 properties are summarized in **Table 4**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 5**. Representative photographs from the RLA follow in **Figure 6**.

The houses in this RLA appear to have basement foundations. Two of the homeowners answered the questionnaire and confirmed that they have basements. One of the homeowners said they have never flooded. The other said they had 4 inches of water in the basement for 12 hours in 2015 due to a sump pump failure and that their basement flooded again in 2006 due to leaks in the basement walls.

A field visit conducted on December 15, 2023, indicated that multiple properties along one side of the street appear to be affected by a lack of adequate overland relief or drainage swale in rear of properties. Additionally, a homeowner indicated that they have mitigated their problem by installing an underdrain system that drains toward the curb.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structures
- Waterproofing foundation walls
- Filling below-ground basements
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Retrofitting existing upstream detention pond 1431DP with Continuous Monitoring and Adaptive Control (CMAC) flood control device

**Table 4 - RLA 4 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
4	8	8	0	Good	Lack of overland relief and/or poor grading	Crosspointe Glen Way

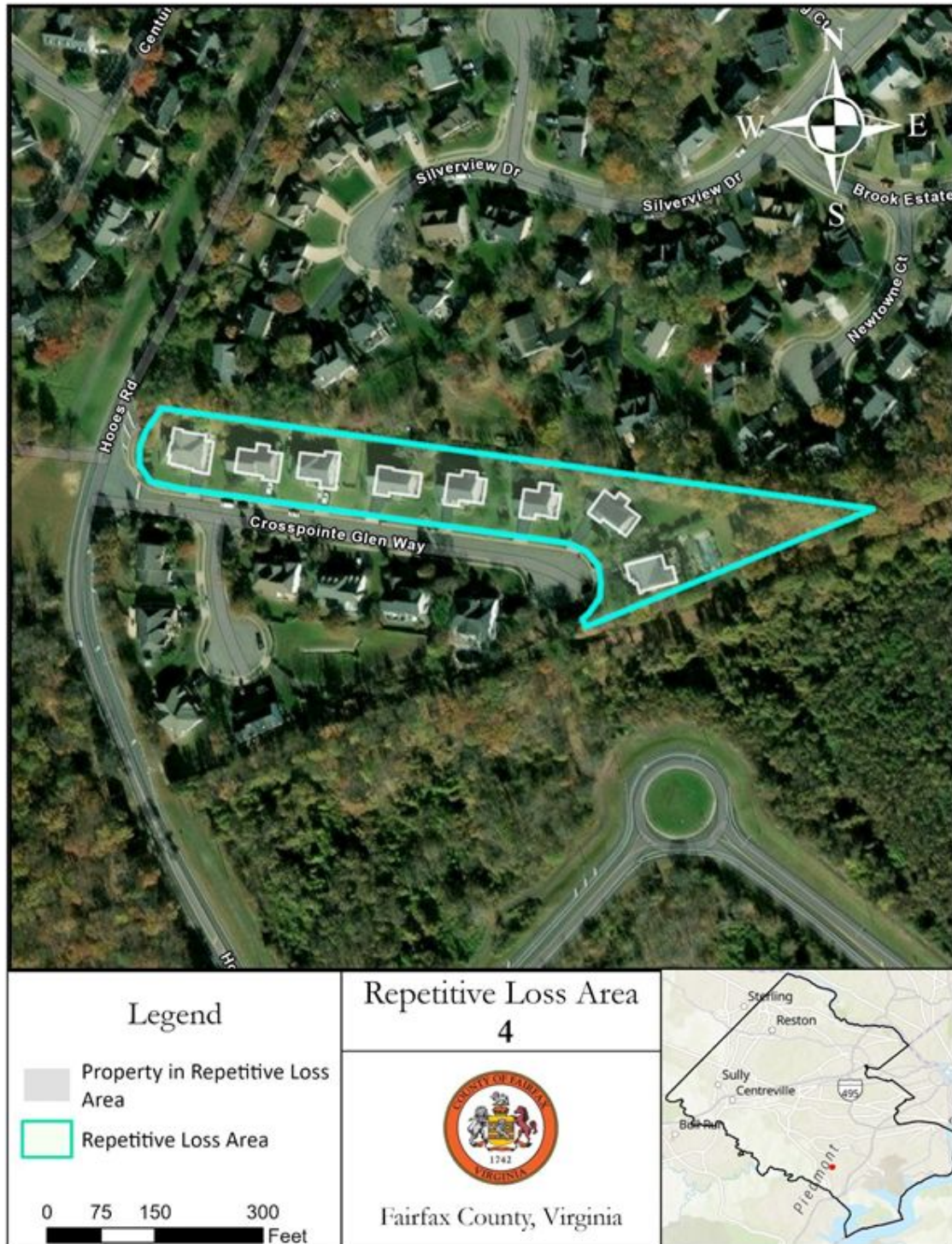


Figure 5 - RLA 4







Figure 6 – Six Representative Photographs of RLA 4

### 2.3.6 Repetitive Loss Area 5

RLA 5 is almost entirely located in the FEMA 100-year floodplain. The flooding source is tidal and riverine emanating from the Potomac River, located east of the area. There are 202 structures, and they are mainly residential with a few commercial buildings. RLA 5 properties are summarized in **Table 5**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 7**. Representative photographs from the RLA follow in **Figure 8**.

In 2008, the USACE conducted a flood reduction study for this area. The study found that a combination of a floodwall/levee and a pumping station will provide protection from the 100-year flood elevations with a 90% probability.

In 2022, the USACE approached Fairfax County regarding a potential federally funded flood mitigation project to protect this and adjoining communities to the 100-year flood elevations. The project was not supported by the community as proposed. The County continues to develop and implement flood risk awareness outreach programs to improve community resilience.

A field visit conducted on December 20, 2023, indicated that drainage conditions appear unchanged, flooding of the properties within this RLA from the Potomac River remains likely.

Mitigating the flood risk to these houses could involve:

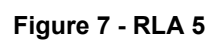
- Demolition and acquisition of the properties
- Elevating the houses above the 1% flood level

- Filling below-ground basements
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 5 - RLA 5 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
5	203	183	20	Average	Tidal and Riverine	Belle Haven Rd. Mount Vernon Memorial Hwy.





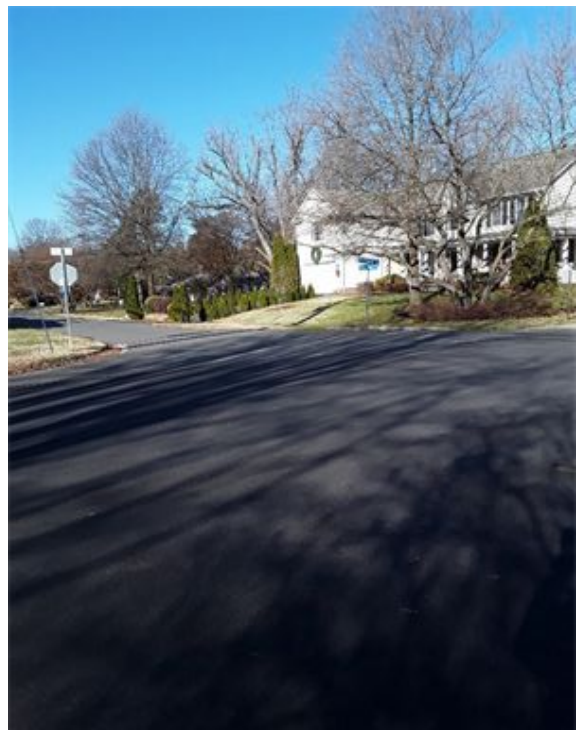






Figure 8 – Eight Representative Photographs of RLA 5

### 2.3.7 Repetitive Loss Area 6

RLA 6 is located outside the FEMA 100-year floodplain. The flooding source is an adjacent stream that flows directly behind the structure. The area is commercial, and the building is a one-story motel. The RLA 6 property is summarized in **Table 6**.

A field visit conducted on December 20, 2023, indicated that a significant section of this motel property is located on the banks of a stream which appears to be the source of flooding. Sections of a flood wall was observed to have collapsed, hence compromising any previous protection.

Mitigating the flood risk to this building could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements or stream restoration to divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basement (if applicable)
- Dry floodproofing (see FEMA P-936 for more information)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Installing a flood wall between the building and the stream

**Table 6 - RLA 6 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
6	1	0	1	Average	Adjacent Stream	Richmond Hwy.

### 2.3.8 Repetitive Loss Area 7

RLA 7 was previously located entirely within the FEMA 100-year floodplain and now in a levee protected zone. The main source of flooding at that time was overflow from Cameron Run and tidal surges from the Potomac River that travelled up Cameron Run. The RLA may also be subject to flooding from the internal drainage area. The RLA has 230 residential structures and one community center. RLA 7 properties are summarized in **Table 7**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 9**. Representative photographs from the RLA follow in **Figure 10**. The houses in this RLA have mixed foundations, slab-on-grade, crawlspace, or basement foundations.

The USACE completed a flood damage reduction study in this area in April 2009. The study concluded that the best alternative for flood reduction is a 2,865-foot levee. Design work for the Huntington levee was

completed by a consulting firm under contract with the County in 2016. The levee was designed to protect the community from the 1% annual chance flood (100-year) from Cameron Run. The project also included the design and construction of a pumping station and ponding area to safely convey the internal drainage.

Construction of the levee started in the beginning of 2017 and was completed in the spring of 2019. Construction was verified by a field visit conducted on December 20, 2023.

The levee is FEMA-accredited, and FEMA approved a Letter of Map Revision (LOMR) to remove the SFHA from the community. However, the properties in that RLA are still considered as repetitive loss properties. According to FEMA, having an accredited levee and re-mapping would not remove the RLA designation. For the RLA to be considered mitigated the structures would need to be elevated two feet above the highest adjacent grade.

Additional mitigating for this area could include:

- Elevating the houses two feet above the highest adjacent grade
- Regrade around structures to lower the highest adjacent grade by two feet
- Filling below-ground basements
- Elevating service equipment, such as utilities and electrical circuits, above the flood level

**Table 7 - RLA 7 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
7	222	220	2	Average	Potomac River, Cameron Run Watershed	Fenwick Dr. Farrington Ave.



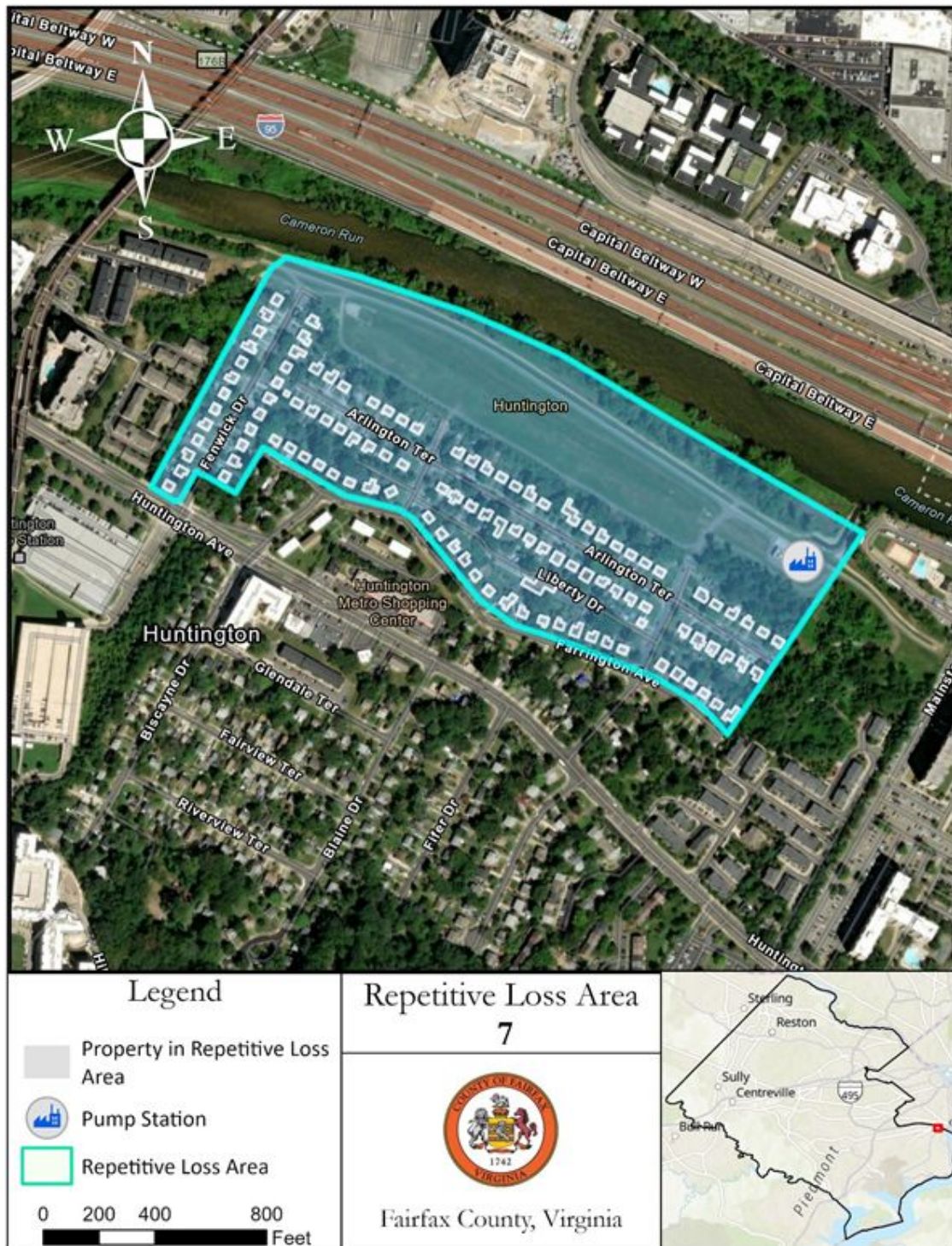


Figure 9 - RLA 7



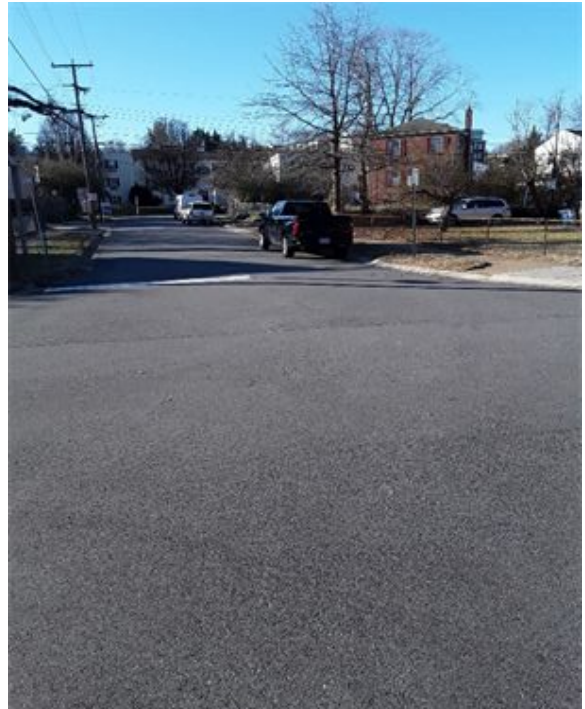








Figure 10 – 12 Representative Photographs of RLA 7

### 2.3.9 Repetitive Loss Area 8

RLA 8 is located outside the FEMA 100-year floodplain. The source of flooding is lack of overland relief and/or poor grading. The area is residential with one structure. The RLA 8 property is summarized in **Table 8**.

A field visit conducted on December 15, 2023, indicated that drainage conditions remained unchanged.

The house in this RLA appears to have a walk-out basement foundation.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Filling below-ground basement (if applicable)
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 8 - RLA 8 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source
8	1	1	0	Average	Lack of overland relief and/or poor grading

### 2.3.10 Repetitive Loss Area 9

RLA 9 is located outside the FEMA 100-year floodplain. The source of flooding is lack of overland relief and/or poor grading. The area is residential with six structures. The area has steep slopes, and the buildings are located in a cul-de-sac. RLA 9 properties are summarized in **Table 9**. A map showing the location of the RLA and the footprint of included properties is shown in **Figure 11**. Representative photographs from the RLA follow in **Figure 12**.

The houses in this RLA appear to have basement foundations. Two of the homeowners answered the questionnaire and confirmed that they have basements. One of the homeowners said they have never flooded. The other said they filed insurance claims in 2006 and in 2011 when they had 2 inches of water in the basement.

A field visit conducted on December 14, 2023, indicated that drainage conditions remained unchanged.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Filling below-ground basement (if applicable)

- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure
- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 9 - RLA 9 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
9	6	6	0	Good	Lack of overland relief and/or poor grading	Bantry Terrace



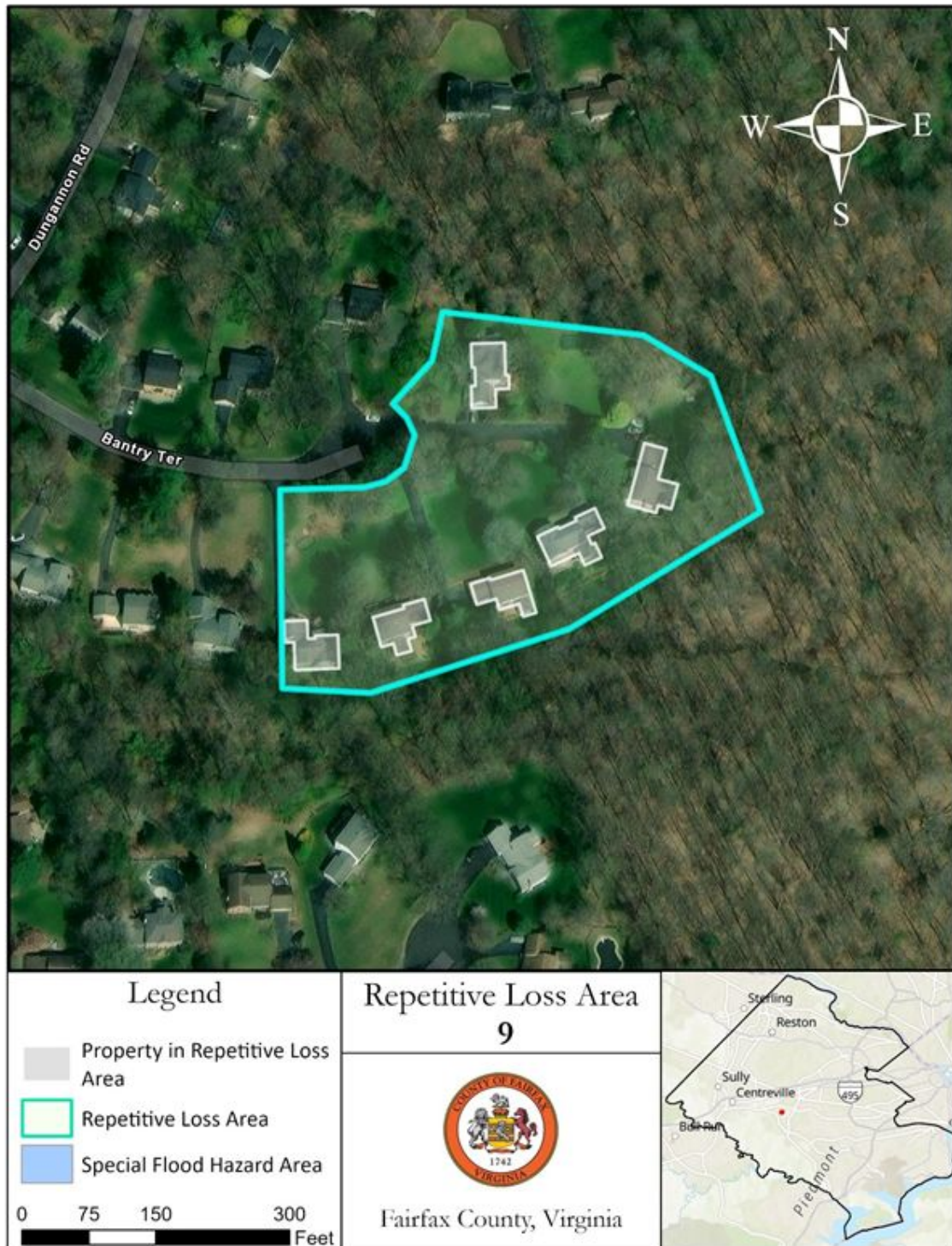
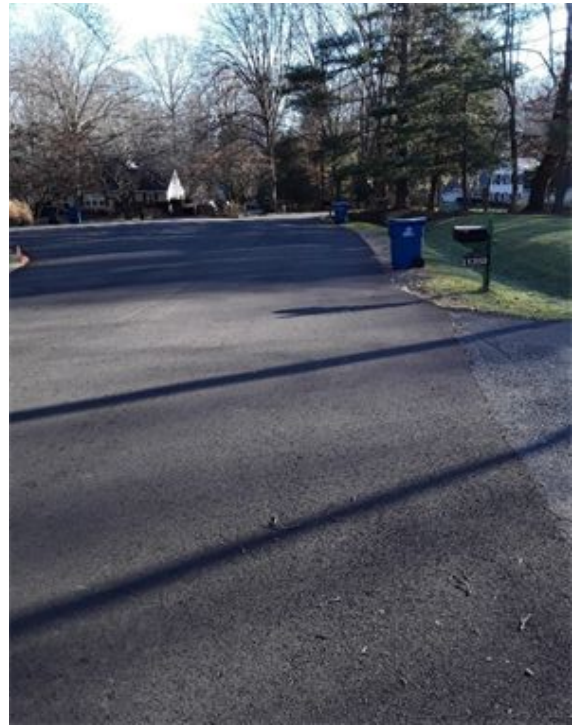


Figure 11 - RLA 9









**Figure 12 – Six Representative Photographs of RLA 9**

### 2.3.11 Repetitive Loss Area 10

RLA 10 is located almost entirely within the FEMA 100-year flood zone. The flooding source is Holmes Run, an adjacent stream. The area is residential with 11 structures. RLA 10 properties are summarized in **Table 10**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 13**. Representative photographs from the RLA follow in **Figure 14**.

The houses in this RLA appear to have basement foundations. Four of the homeowners answered the questionnaire and confirmed that they have basements or walk-out basements. Two of the homeowners said their houses have never flooded, one reported 13 inches of water above the first floor for a duration of 6 hours in 2009 and 2011, and the other owner said their neighbors told them the house flooded in 2011 (they have only lived in the house for 9 months).

Two properties within this RLA were mitigated through acquisition, demolition, and restoration to natural open space. Fairfax County now owns these lots. A field visit conducted on December 14, 2023, verified the demolition of the houses on two properties. Otherwise, drainage conditions remained unchanged.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Filling below-ground basements (if applicable)
- Elevating the houses above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level

- Drainage improvements to improve stream, increase swales, or divert runoff away from the structure
- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 10 - RLA 10 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
10	9	9	0	Average	Adjacent Stream	Dearborn Dr.

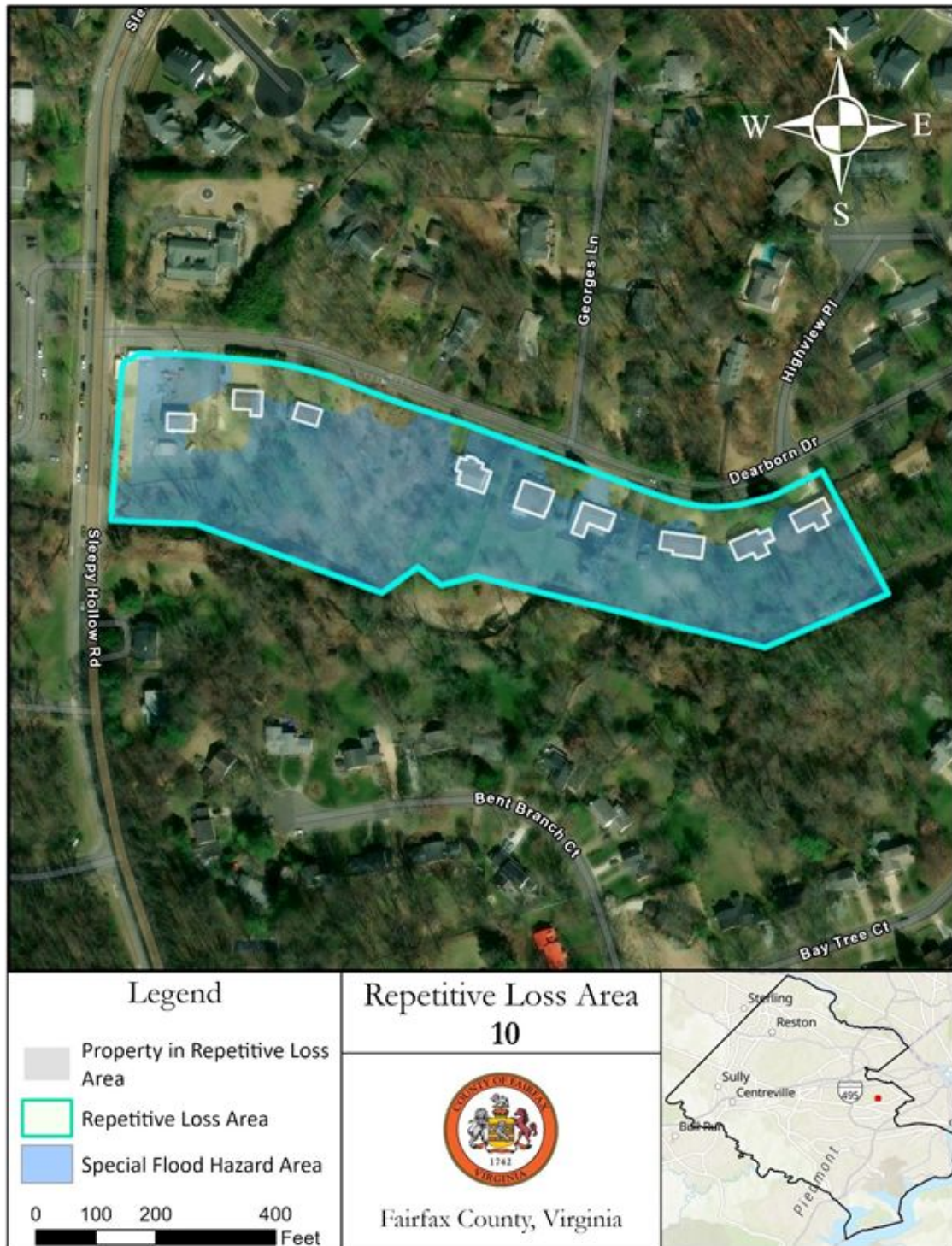


Figure 13 - RLA 10









Figure 14 – Eight Representative Photographs of RLA 10

### 2.3.12 Repetitive Loss Area 11

RLA 11 is almost entirely within the FEMA 100-year flood zone. The flooding source is Pimmit Run, an adjacent stream that runs directly behind the property. The area is residential with one structure. The RLA 11 property is summarized in **Table 11**.

The house in this RLA has a basement foundation, which was confirmed by the owner, who answered the questionnaire. The homeowner had 16 to 20 inches of water in his basement during floods that occurred in 2006, 2008, and 2011. The maximum duration of flooding inside the house was less than 6 hours.

A field visit conducted on December 14, 2023, showed that the property is located on the banks of Pimmit Run, and that riprap armouring in the roadside ditch and in stream was recently installed.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Filling below-ground basement (if applicable)
- Elevating the house above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to improve stream or divert runoff away from the structure
- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 11 - RLA 11 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source
11	1	1	0	Average	Located in Floodplain of Pimmit Run

### 2.3.13 Repetitive Loss Area 12

RLA 12 is outside the FEMA 100-year flood zone. The flooding source is Old Courthouse Spring Branch, an adjacent stream that runs directly behind the four properties. The area is residential with four structures. RLA 12 properties are summarized in **Table 12**. A map showing the location of the RLA and the footprint of included properties is shown in **Figure 15**. Representative photographs from the RLA follow in **Figure 16**.

The houses in this RLA appear to have basement or walk-out basement foundations. One homeowner answered the questionnaire and confirmed that he has a basement. The homeowner said he had 1 inch of water in the basement for 2 days due to leaks in basement walls in 2006.

A field visit conducted on December 13, 2023, indicated that drainage conditions remained unchanged.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basements (if applicable)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 12 - RLA 12 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
12	4	4	0	Average	Adjacent Stream	Glenridge Court



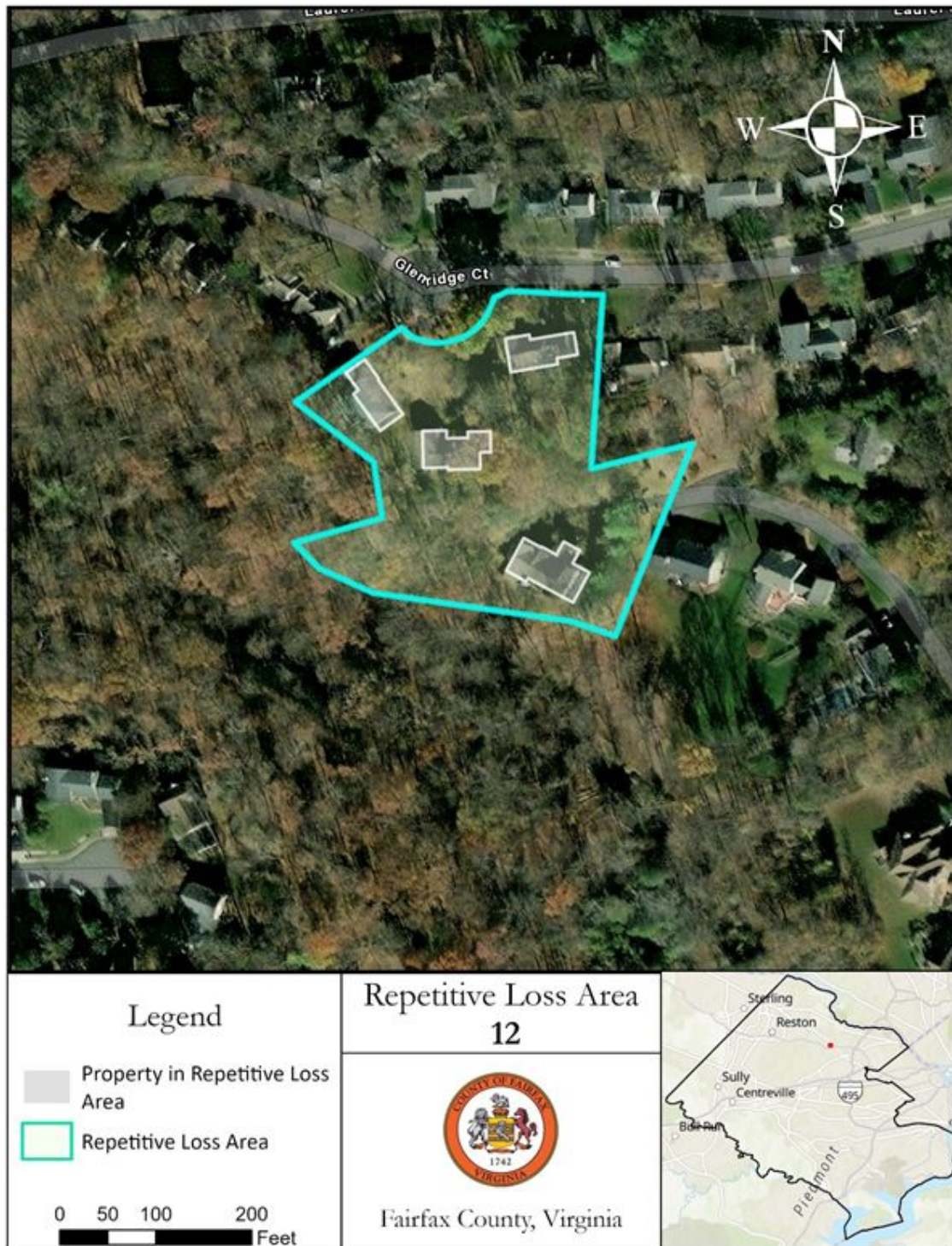


Figure 15 - RLA 12







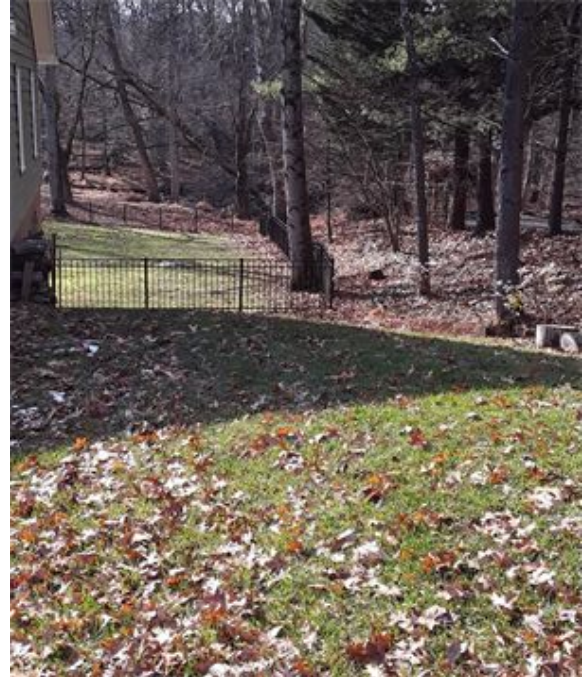


Figure 16 – Eight Representative Photographs of RLA 12

## 2.3.14 Repetitive Loss Area 13

RLA 13 is outside the FEMA 100-year flood zone. The flooding source is an unnamed adjacent stream. The area is residential with two structures. RLA 13 properties are summarized in **Table 13**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 17**. Representative photographs from the RLA follow in **Figure 18**.

A field visit conducted on December 13, 2023, indicated that drainage conditions remained unchanged.

The houses in this RLA appear to have basement foundations.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to increase swales, storm drain system, or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basements (if applicable)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 13 - RLA 13 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
13	2	2	0	Average	Adjacent Unnamed Stream	Pegasus Ln.





Figure 17 - RLA 13





**Figure 18 – Four Representative Photographs of RLA 13**

### 2.3.15 Repetitive Loss Area 14

RLA 14 is outside the FEMA 100-year flood zone. The flooding source is lack of overland relief and/or poor grading. The area is residential with one structure. The RLA 14 property is summarized in **Table 14**.

The house in this RLA has a basement foundation, which was confirmed by the owner who answered the questionnaire. The homeowner had 2 inches of water in her basement in 2014 due to leaks in the basement walls. The duration of flooding inside the house was 1 day.

A field visit conducted on December 13, 2023, indicated that drainage conditions remained unchanged.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Filling below-ground basement (if applicable)
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 14 - RLA 14 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source
14	1	1	0	Average	Lack of overland relief and/or poor grading

### 2.3.16 Repetitive Loss Area 15

The property in RLA15 has been acquired by Fairfax County and is proposed to be demolished. This property is no longer considered a repetitive loss property. RLA 15 is a mitigated area.

### 2.3.17 Repetitive Loss Area 16

RLA 16 is outside the FEMA 100-year flood zone. The flooding source is Lake Anne, located close to the buildings, and a lack of overland relief and/or poor grading. The area is mixed residential and commercial with 57 dwellings and small businesses. Some of the dwellings are used for businesses. RLA 16 properties are summarized in **Table 15**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 19**. Representative photographs from the RLA follow in **Figure 20**.

The structures in this RLA are townhouse style. Six of the owners answered the questionnaire and confirmed that they have crawlspace, basement, or other slab-on-grade foundation types. Three of the homeowners said they have never flooded, and the others said they have had up to 6 inches of water above the first floor for 12 to 48 hours in 2011, 2013, and 2015 due to clogged drainage ditches, and leaks in basement walls.

A field visit conducted on December 13, 2023, indicated drainage conditions remained unchanged.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basement (if applicable)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 15 - RLA 16 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
16	59	0	59	Average	Lack of overland relief and/or poor grading Lake Anne	Chimney House Rd.



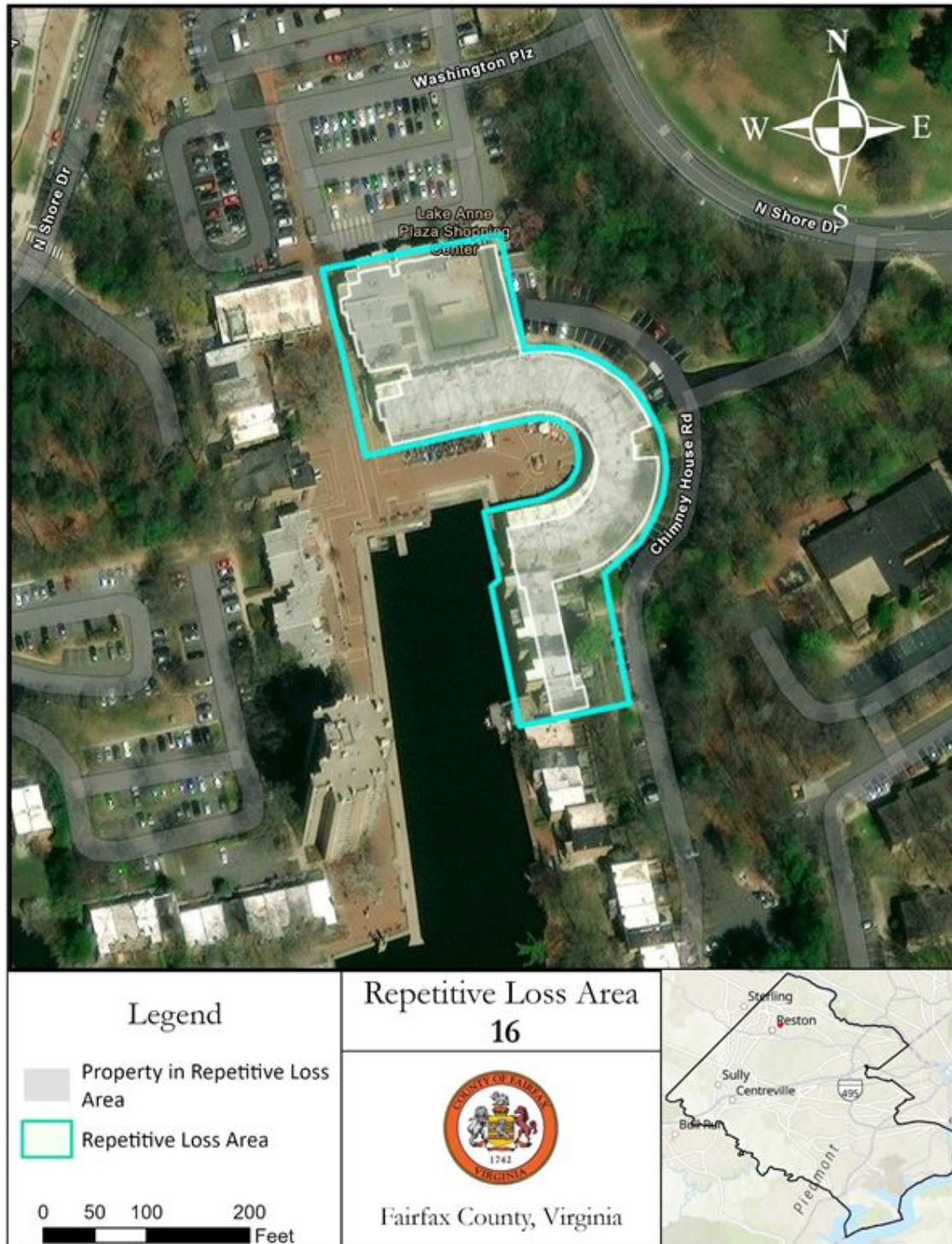


Figure 19 - RLA 16



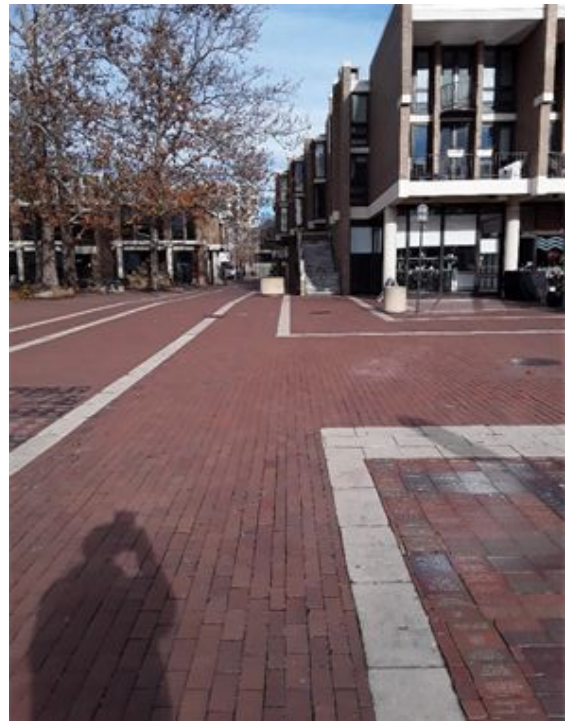
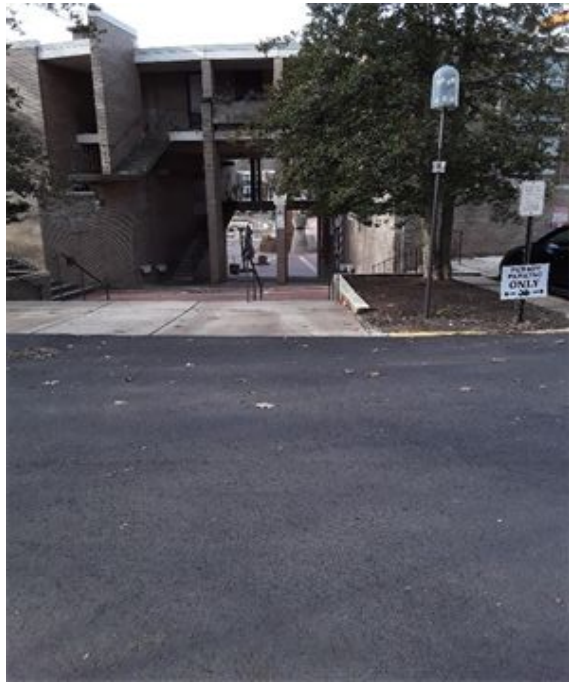




Figure 20 – Six Representative Photographs of RLA 16

### 2.3.18 Repetitive Loss Area 17

RLA 17 is almost entirely within the FEMA 100-year flood zone. The flooding source is Difficult Run, an adjacent stream that runs directly behind the property. The area is residential with one structure. The RLA 17 property is summarized in **Table 16**.

A field visit conducted on December 13, 2023, indicated that drainage conditions remained unchanged.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Elevating the house above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Installing flood walls or levees between the house and the river

**Table 16 - RLA 17 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source
17	1	1	0	Average	Difficult Run

### 2.3.19 Repetitive Loss Area 18

RLA 18 is almost entirely within the FEMA 100-year flood zone. The flooding source is Tripps Run, an adjacent stream that runs directly through the area. The area is residential with 52 structures. Nine properties in the RLA including 5 RL properties (4 of which are designated as SRL) have been acquired through a Virginia DCR Community Flood Preparedness Fund (CFPF) grant. The properties are slated for demolition later this year after which the area will be restored to a natural floodplain.

RLA 18 properties are summarized in **Table 17**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 21**. Representative photographs from the RLA follow in **Figure 22**.

The houses in this RLA appear to have crawlspace or basement foundations. Thirteen of the homeowners answered the questionnaire and confirmed that they have crawlspaces or basements. Six of the homeowners said their houses have never flooded, and the others said they have had up to 36 inches of water in the crawlspaces or up to 12 inches of water above the first floor for up to 2 days in 2006, 2008, 2011, 2012, 2013, and 2014 due to storm surges, overbank flooding from Tripps Run, and clogged/undersized drainage ditches. The most severe flooding occurred in September 2011.

A field visit conducted on December 14, 2023, indicated that drainage conditions remained unchanged. A total of 52 properties are subject to flooding from overbank flows from Tripps Run. A homeowner confirmed that this stream has caused 3'-4' of flooding multiple times in area.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating houses above the flood level
- Elevating service equipment such as utilities and electrical circuits, above the flood level
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basements/crawlspaces (if applicable)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 17 - RLA 18 Overview**

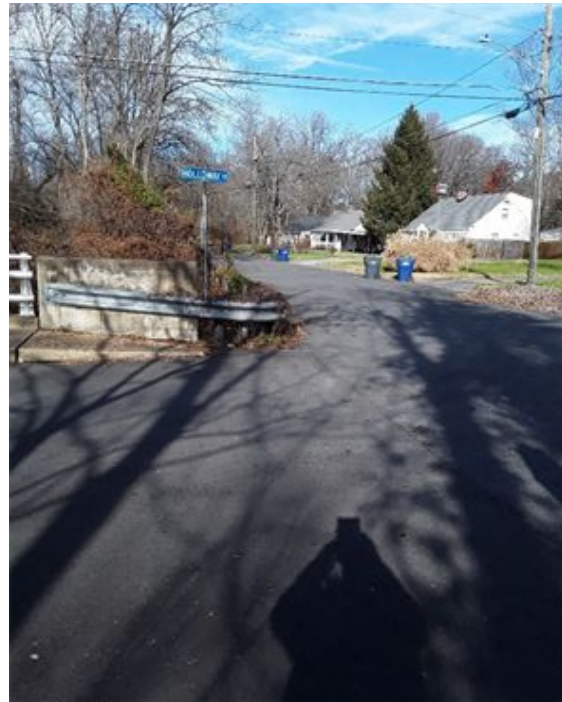
RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
18	49	49	0	Average	Tripps Run	Barrett Rd. Holloway Rd. Cofer Rd.







Figure 21 - RLA 18





**Figure 22 – Six Representative Photographs of RLA 18**

### 2.3.20 Repetitive Loss Area 19

RLA 19 is outside the FEMA 100-year flood zone. The flooding source is Long Branch, an adjacent stream that runs directly behind the area. The area is residential with one structure. The RLA 19 property is summarized in **Table 18**.

The house in this RLA has a basement foundation. The culvert that runs under the driveway is damaged and has lost capacity and there are obstructions in the connected swale.

A field visit conducted on December 14, 2023, indicated that there were changes to drainage conditions including changes to roadside drainage pattern and overland relief since last inspection.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to improve stream, remove obstructions from swales, increase swales, or divert runoff away from the structures
- Waterproofing foundation walls
- Filling below-ground basement
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2



**Table 18 - RLA 19 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source
19	1	1	0	Average	Long Branch

### 2.3.21 Repetitive Loss Area 20

RLA 20 is outside the FEMA 100-year flood zone. The flooding source is Indian Run, an adjacent stream that runs behind the houses. The area is residential with three structures. RLA 20 properties are summarized in **Table 19**.

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
20	3	3	0	Average	Indian Run	Amphill Dr.

A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 23**. Representative photographs from the RLA follow in **Figure 24**. The houses in this RLA have basement foundations. There are concrete-lined drainage ditches that run in-front of the houses with culverts running under the driveways.

A field visit conducted on December 15, 2023, indicated that drainage conditions remained unchanged.

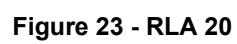
Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to improve stream, improve storm drains, or divert runoff away from the structures
- Waterproofing foundation walls
- Filling below-ground basements
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2



**Table 19 - RLA 20 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
20	3	3	0	Average	Indian Run	Ampthill Dr.











**Figure 24 – Six Representative Photographs of RLA 20**

### 2.3.22 Repetitive Loss Area 21

RLA 21 is outside the FEMA 100-year flood zone. The flooding source is an adjacent concrete-lined stream that runs close to the houses. The area is residential with several townhouses, five of which have filed insurance claims. RLA 21 properties are summarized in **Table 20**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 25**. Representative photographs from the RLA follow in **Figure 26**.

Two homeowners answered the questionnaire and confirmed that the townhouses have basement foundations. The homeowners said they have had 4 to 5 inches of water in their basements for up to 3 days during flooding in September 2011, October 2013, and April 2014 due to heavy rain, snow melt, and leaks in the basement walls.

A field visit conducted on December 15, 2023, indicated that this RLA is a townhouse development with multiple homes apparently affected by overflow from an adjacent stream channel. Sections of the drainage channel are constructed with concrete but contain significant debris build-up.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure

- Waterproofing foundation walls
- Filling below-ground basements
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Retrofitting existing upstream detention pond 0554DP with CMAC flood control device

**Table 20 - RLA 21 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
21	42	42	0	Average	Adjacent Stream	Stover Dr.



Figure 25 - RLA 21









Figure 26 – Eight Representative Photographs of RLA 21



### 2.3.23 Repetitive Loss Area 22

RLA 22 is located outside of the FEMA 100-year floodplain with the source of flooding being an adjacent stream. The area is residential and has four properties. RLA 22 properties are summarized in **Table 21**. A map showing the boundary of the RLA, and the footprints of the included properties is shown in **Figure 27**. Representative photographs from the RLA follow in **Figure 28**.

The houses in this RLA have basement foundations. A homeowner's response to the questionnaire indicated that their property and neighbors have experienced flooding from adjacent property.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating the house above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Filling below-ground basements
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Installing flood walls or levees between the houses and the adjacent stream

**Table 21 - RLA 22 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
22	4	4	0	Good	Adjacent Stream	Highland Ln.



Figure 27 - RLA 22







**Figure 28 – Six Representative Photographs of RLA 22**

### 2.3.24 Repetitive Loss Area 23

RLA 23 is partially located within the FEMA 100-year floodplain. The flooding of some houses may also be caused by an adjacent stream that flows through the RLA. The RLA is residential and there are seven properties in this area. The RLA 23 properties are summarized in **Table 22**. A map showing the location of the RLA, and the footprint of the properties is shown in **Figure 29**. Representative photographs from the RLA follow in **Figure 30**.

The houses in this RLA have basement foundations. A homeowner's response to the questionnaire indicated that their property and neighbors have experienced flooding multiple times. The source of flooding cited in the responses was a clogged ditch and flooding from the drainage way.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating the house above the 1% flood level
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Filling below-ground basements
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

- Installing flood walls or levees between the houses and the adjacent stream

**Table 22 - RLA 23 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
23	7	7	0	Average	Riverine	Robertson Blvd. & Allwood Dr.



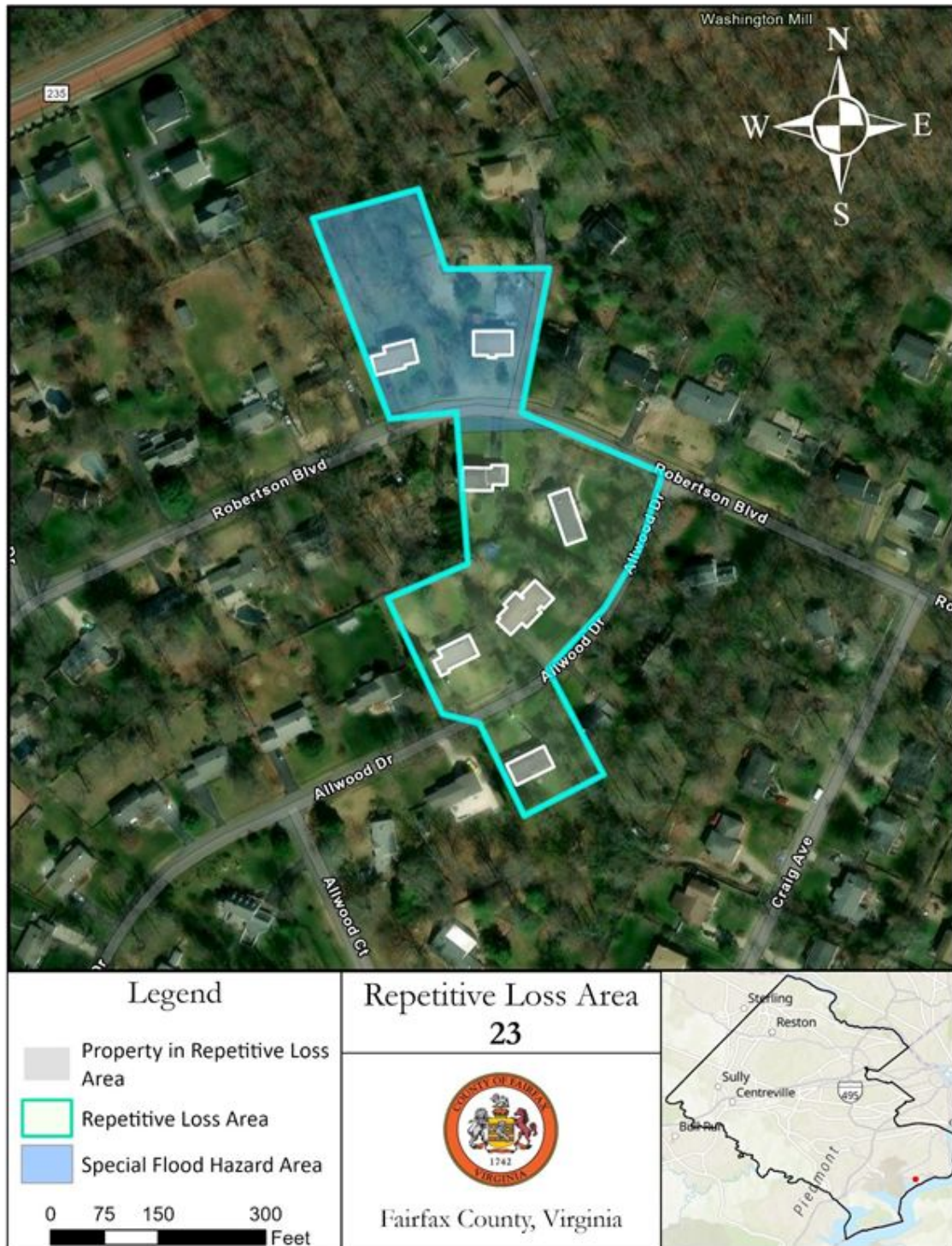


Figure 29 - RLA 23









Figure 30 – Eight Representative Photographs of RLA 23



### 2.3.25 Repetitive Loss Area 24

RLA 24 is located outside of the FEMA 100-year floodplain. The main flooding source is an adjacent stream that flows through the RLA. However, flooding may also be due to poor overland relief along with inadequate street drainage. There are also improperly graded ditches along the streets within the RLA. The area is residential with eleven houses. RLA 24 properties are summarized in **Table 23**. A map showing the boundary of the RLA, and the footprints of the included properties is shown in **Figure 31**. Representative photographs from the RLA follow in **Figure 32**.

The houses in this RLA have basement foundations. Response to the questionnaire indicated multiple flooding from creek overflowing.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating the house above the 1% flood level
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Filling below-ground basements
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Installing flood walls or levees between the houses and the stream
- Retrofitting existing upstream detention pond 2025DP with CMAC flood control device (may not reduce flooding of the RL property, since RL property is located upstream of the pond 2025DP)

**Table 23 - RLA 24 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
24	11	11	0	Poor	Riverine, Roadway & poor overland relief	7 <sup>th</sup> & 8 <sup>th</sup> Streets, Cherokee Ave.



Figure 31 - RLA 24







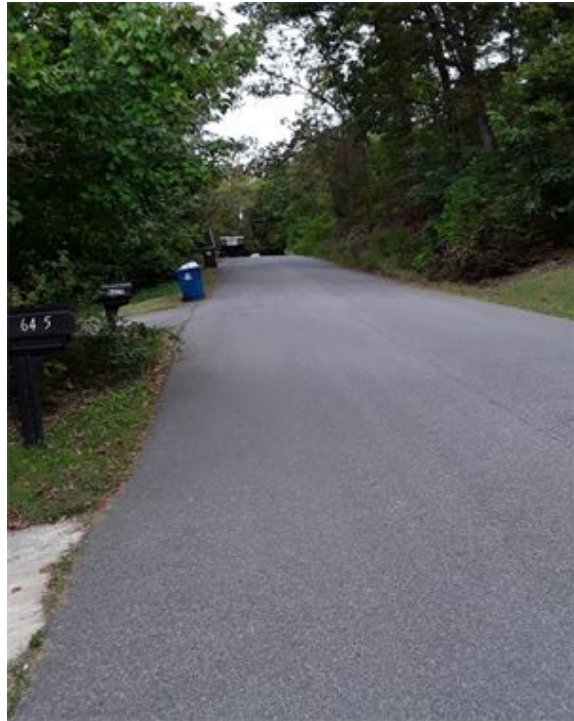








Figure 32 – 14 Representative Photographs of RLA 24

### 2.3.26 Repetitive Loss Area 25

RLA 25 is partially located in the FEMA 100-year floodplain. However, the flooding source for this area is primarily a lack of overland relief, poor grading, undersized drainage system, and inadequate street drainage. The area is residential with 10 properties. RLA 25 properties are summarized in **Table 24**. A map showing the boundary of the RLA, and the footprints of the included properties is shown in **Figure 33**. Representative photographs from the RLA follow in **Figure 34**.

The houses in this RLA have basement foundations. Responses to the questionnaire indicated multiple flooding incidents from the adjacent creek. Specifically, minor issues are created from Turkeycock Creek (no house flooding). Most incidents of flooding could be attributed to the stream that runs under 8th street and Chowan Ave.

Mitigating the flood risk to these houses could involve:

- Elevating the house above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure
- Demolition and acquisition of the property
- Filling below-ground basements
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

- Installing flood walls or levees between the houses and the river

**Table 24 - RLA 25 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
25	10	10	0	Poor	Riverine, Roadway & poor overland relief	Chowan Ave.



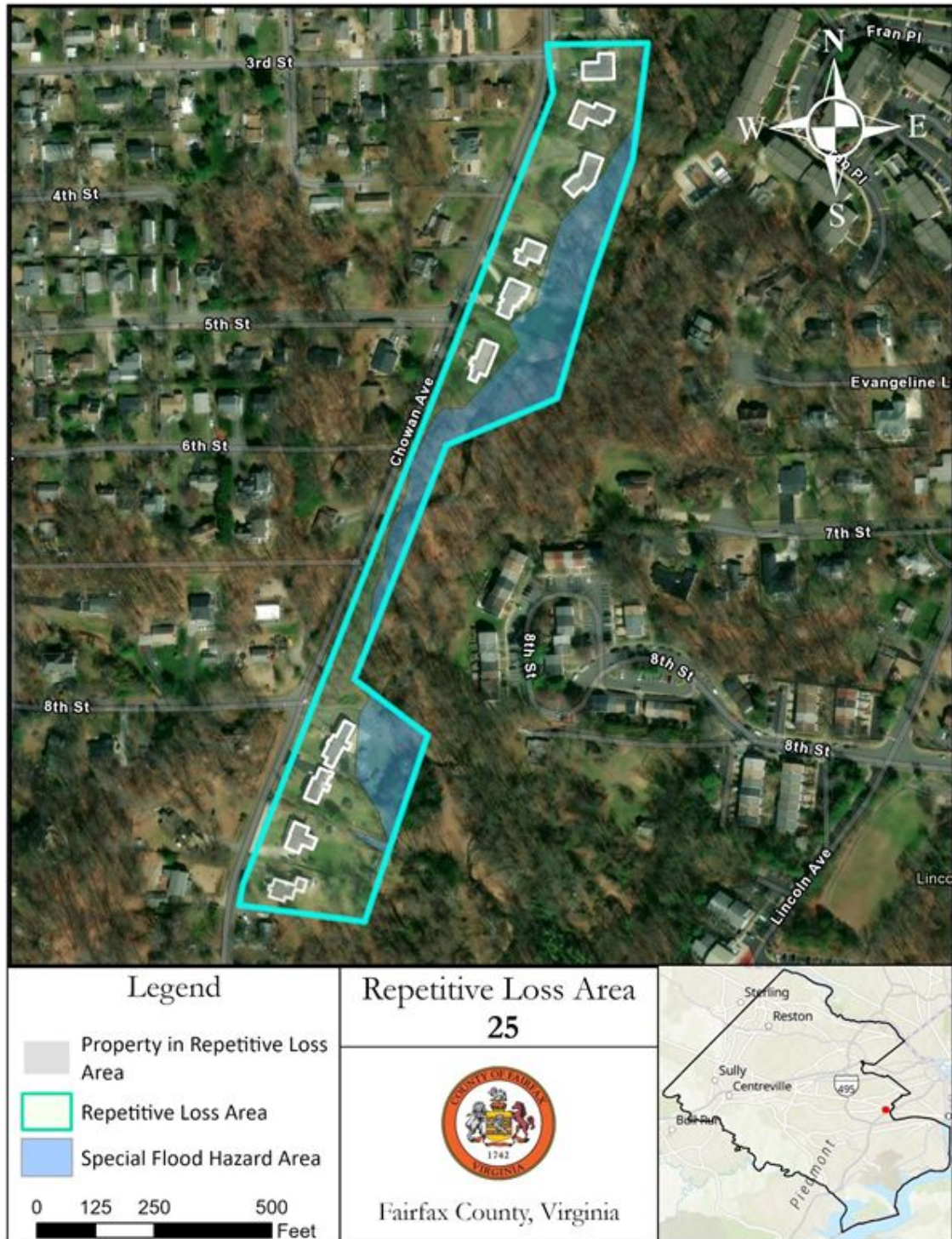
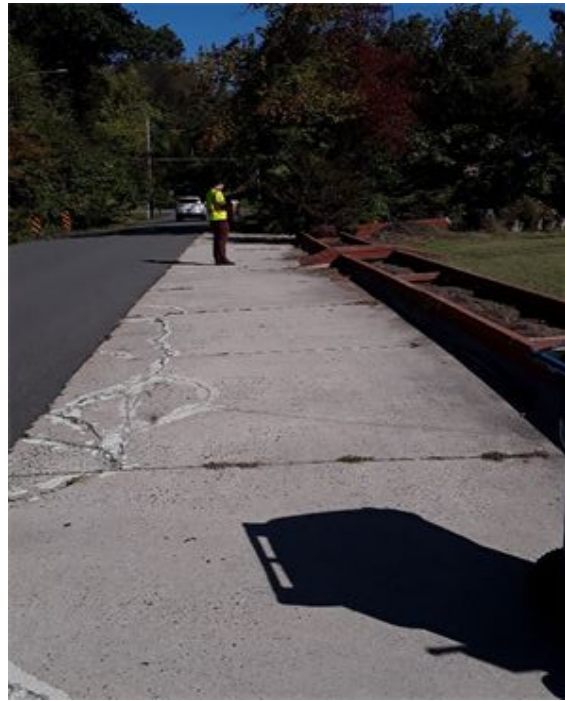


Figure 33 - RLA 25











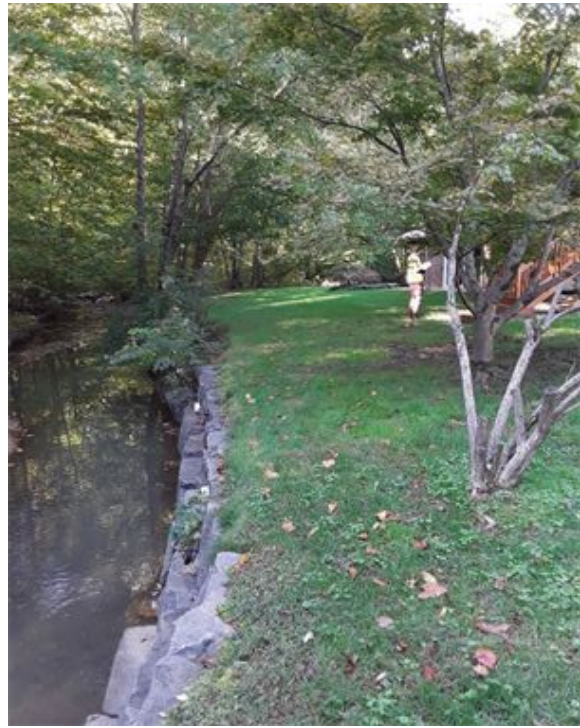






Figure 34 – 16 Representative Photographs of RLA 25

### 2.3.27 Repetitive Loss Area 26

RLA 26 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief and/or poor grading. The area is residential and has one structure. RLA 26 is summarized in **Table 25**.

The house in this RLA appears to have a basement foundation. The current property owner also indicated that they have a basement and have not experienced flooding.

Mitigating the flood risk to this house could involve:

- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 25 - RLA 26 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source
26	1	1	0	Good	Overland relief

### 2.3.28 Repetitive Loss Area 27

RLA 27 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief, poor grading, undersized drainage system, and inadequate street drainage. The area is residential and has four properties. RLA 27 properties are summarized in **Table 26**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 35**. Representative photographs from the RLA follow in **Figure 36**.

The houses in this RLA have basement foundations. Homeowner's response to the questionnaire indicated that the property was subject to frequent yard flooding from an adjacent stream; however, there was no house flooding.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basements
- Elevating service equipment, such as utilities and electrical circuits, above the flood level

- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 26 - RLA 27 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
27	4	4	0	Good	Overland relief, adjacent stream & roadway	Anita Dr.



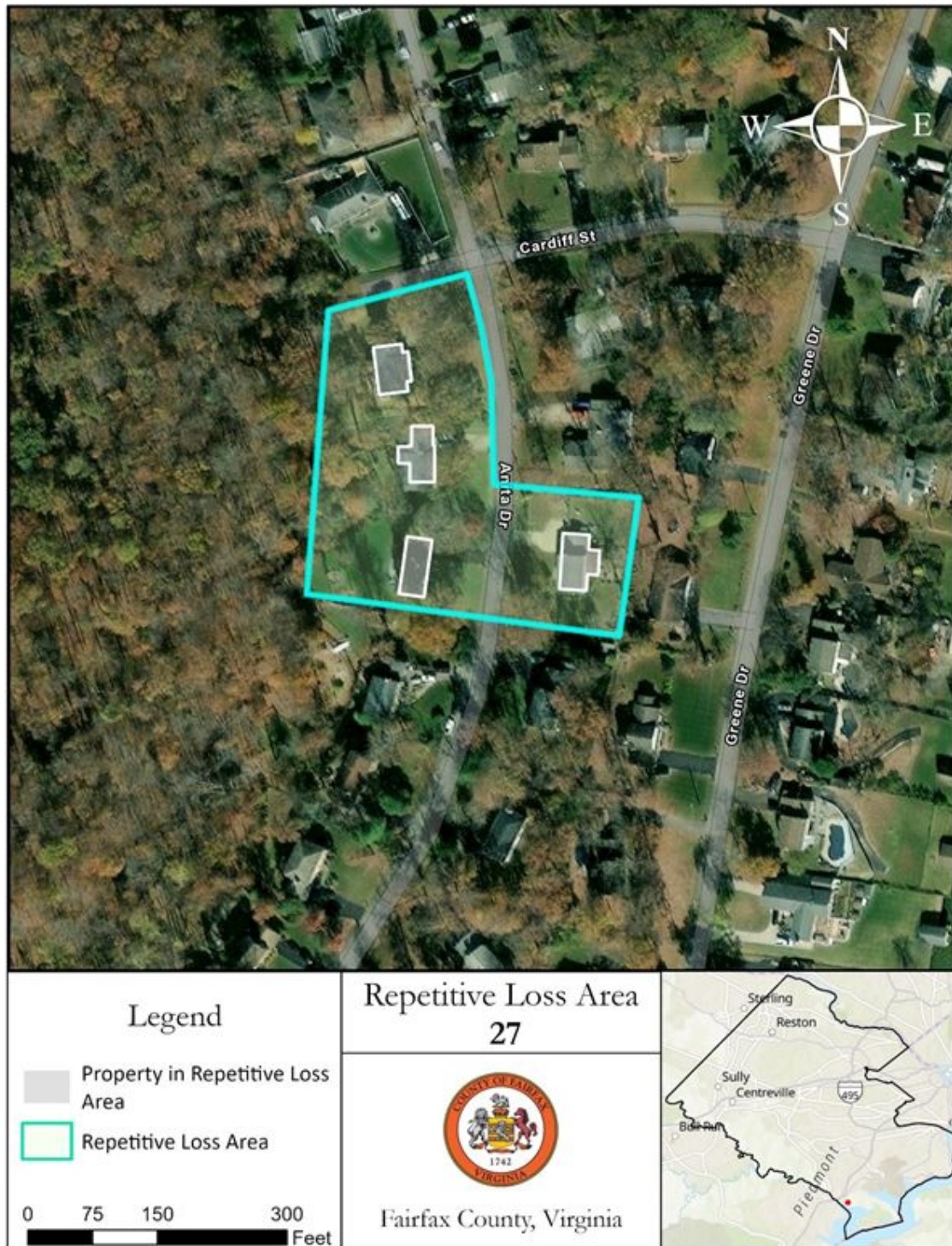


Figure 35 - RLA 27











Figure 36 – 10 Representative Photographs of RLA 27

### 2.3.29 Repetitive Loss Area 28

RLA 28 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief and/or poor grading. The area is residential. RLA 28 is summarized in **Table 27**.

The house in this RLA has a basement foundation. The site inspection indicated there was an improperly graded swale on the north side of the house.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basement (if applicable)
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2



**Table 27 - RLA 28 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source
28	1	1	0	Good	Overland relief

### 2.3.30 Repetitive Loss Area 29

RLA 29 is located within the FEMA 100-year flood zone. The flooding source is Cameron Run. The area is residential with two structures. RLA 29 properties are summarized in **Table 28**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 37**. Representative photographs from the RLA follow in **Figure 38**.

The houses in this RLA have crawl space foundations. One homeowner answered the questionnaire and confirmed that they previously experienced one foot of flooding in their crawl space.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Installing crawl space vents
- Elevating the houses above the 1% flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level

**Table 28 - RLA 29 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
29	2	2	0	Poor	Riverine & overland relief	Arnold Ln.

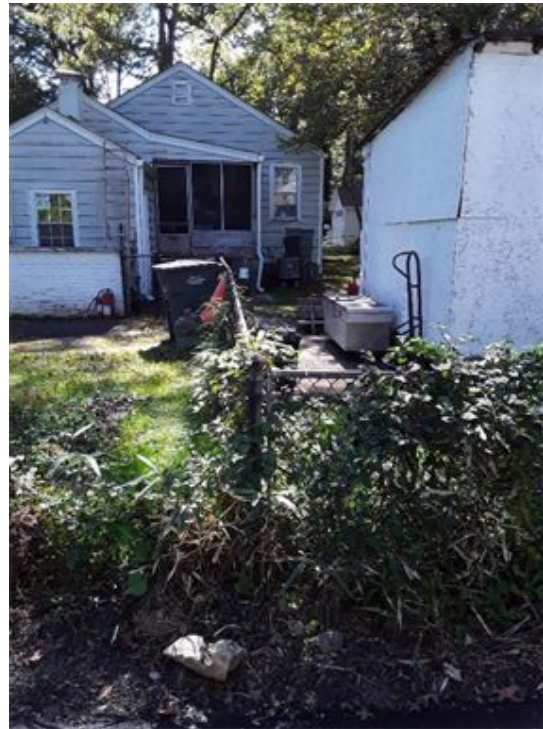
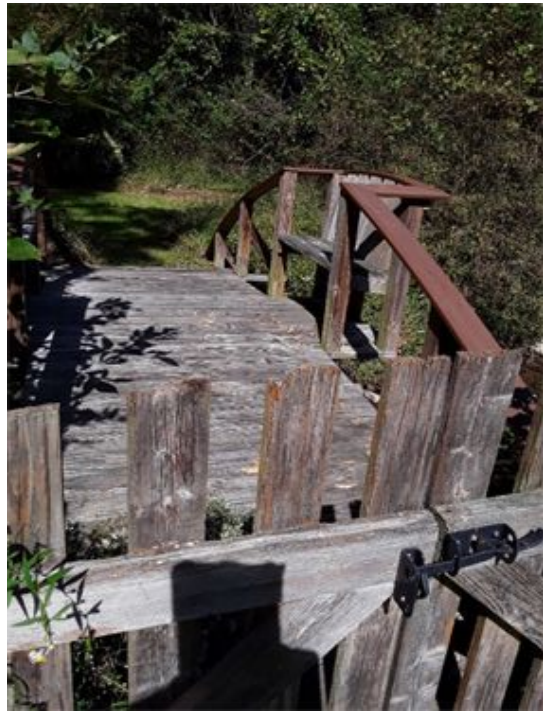
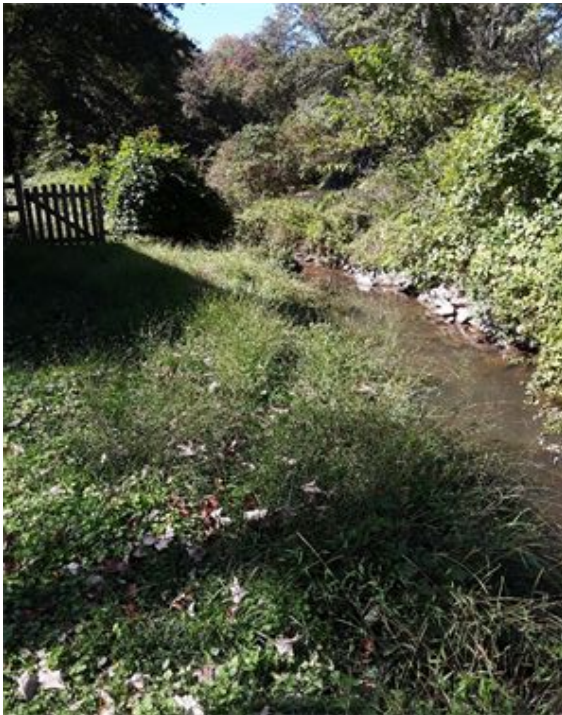


Figure 37 - RLA 29











**Figure 38 – 10 Representative Photographs of RLA 29**

### 2.3.31 Repetitive Loss Area 30

RLA 30 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief, poor grading, undersized drainage system, and inadequate street drainage. The area is residential and has four properties. RLA 30 properties are summarized in **Table 29**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 39**. Representative photographs from the RLA follow in **Figure 40**.

The houses in this RLA have basement foundations. A homeowner's response to the questionnaire indicated that their property has experienced flooding multiple times from an adjacent stream or from runoff flooding from an adjacent property. Previous flooding has damaged basement walls.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basements
- Elevating service equipment, such as utilities and electrical circuits, above the flood level



- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 29 - RLA 30 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
30	4	4	0	Poor	Inadequate drainage systems, poor roadway drainage & poor overland relief	Fiddler's Grn.

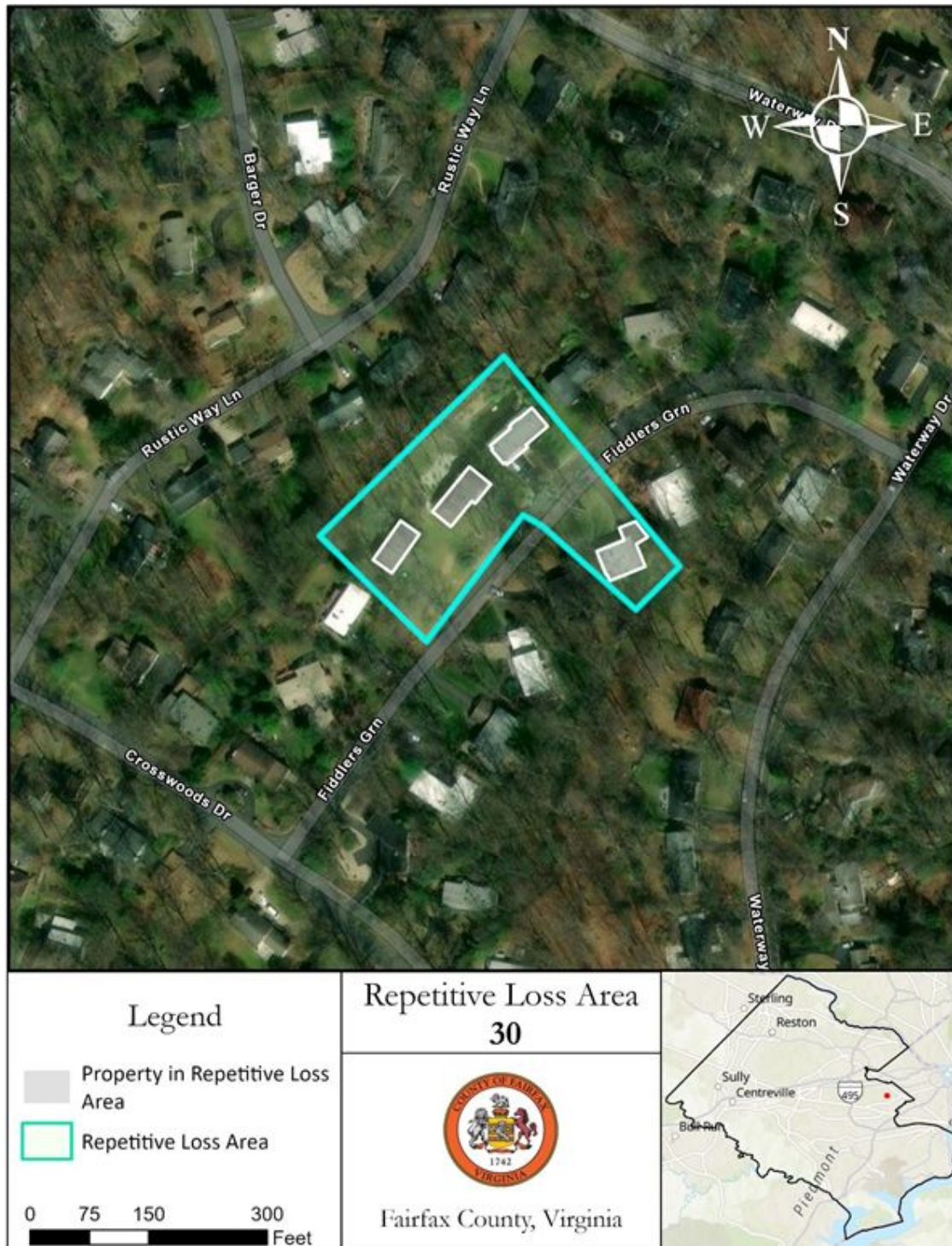


Figure 39 - RLA 30











**Figure 40 – 10 Representative Photographs of RLA 30**

### 2.3.32 Repetitive Loss Area 31

RLA 31 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief, poor grading, undersized drainage system, and inadequate street drainage. The area is residential and has eight properties. RLA 31 properties are summarized in **Table 30**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 41**. Representative photographs from the RLA follow in **Figure 42**.

The houses in this RLA have basement foundations. A homeowner's response to the questionnaire indicated that some properties in this area have flooded multiple times from clogged ditches and poor roadway drainage. The questionnaire response also indicated that during one flooding incident, there was three feet of water in their basement.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Drainage improvements to divert water away from the structure
- Waterproofing foundation walls
- Filling below-ground basements
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure



- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 30 - RLA 31 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
31	8	8	0	Poor	Inadequate street drainage & poor overland relief	Old Columbia Pike & Holyoke Dr.

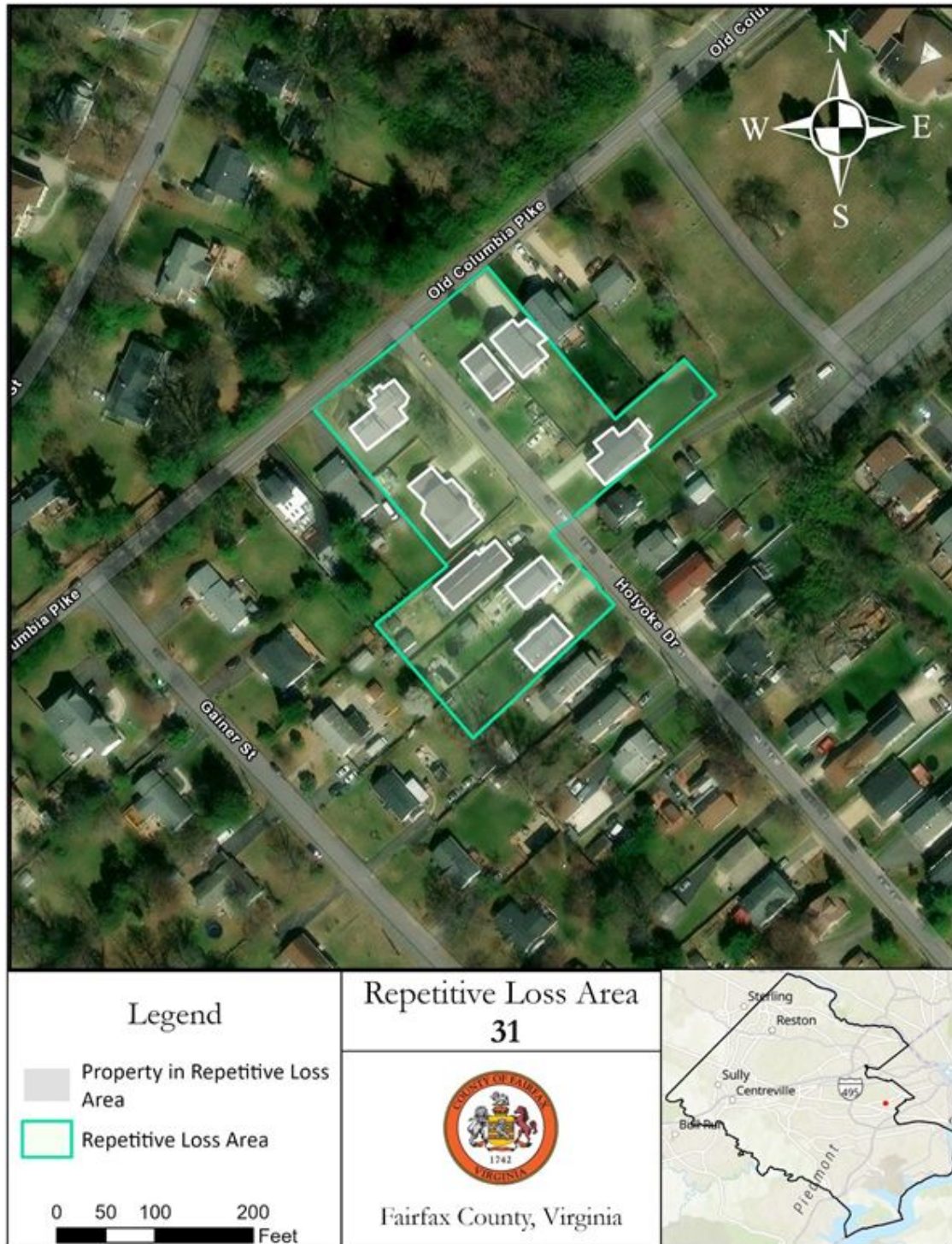


Figure 41 - RLA 31







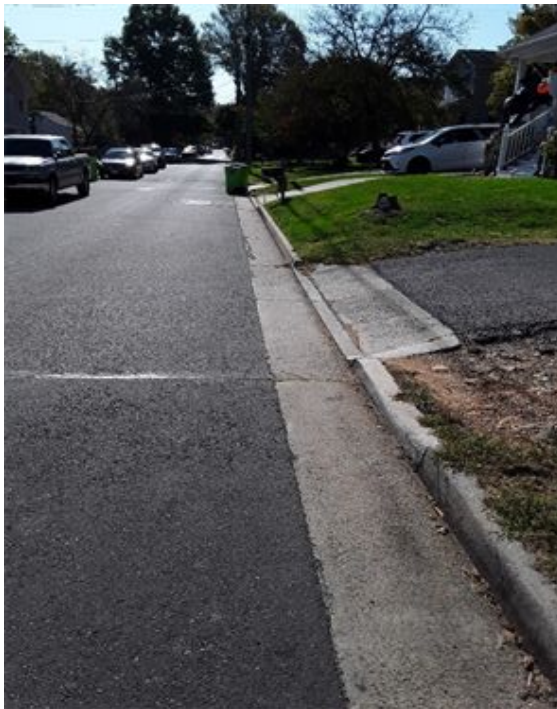






Figure 42 – 12 Representative Photographs of RLA 31

### 2.3.33 Repetitive Loss Area 32

RLA 32 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief, poor grading, undersized drainage system, and inadequate street drainage. The area is residential and has three properties. RLA 32 properties are summarized in **Table 31**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 43**. Representative photographs from the RLA follow in **Figure 44**.

The houses in this RLA have basement foundations. There was one questionnaire response from this area. The response indicated no property or structural flooding.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Drainage improvements to divert water away from the structure
- Waterproofing foundation walls
- Filling below-ground basements
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

**Table 31 - RLA 32 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
32	3	3	0	Average	Overland relief	Westwood Terrace



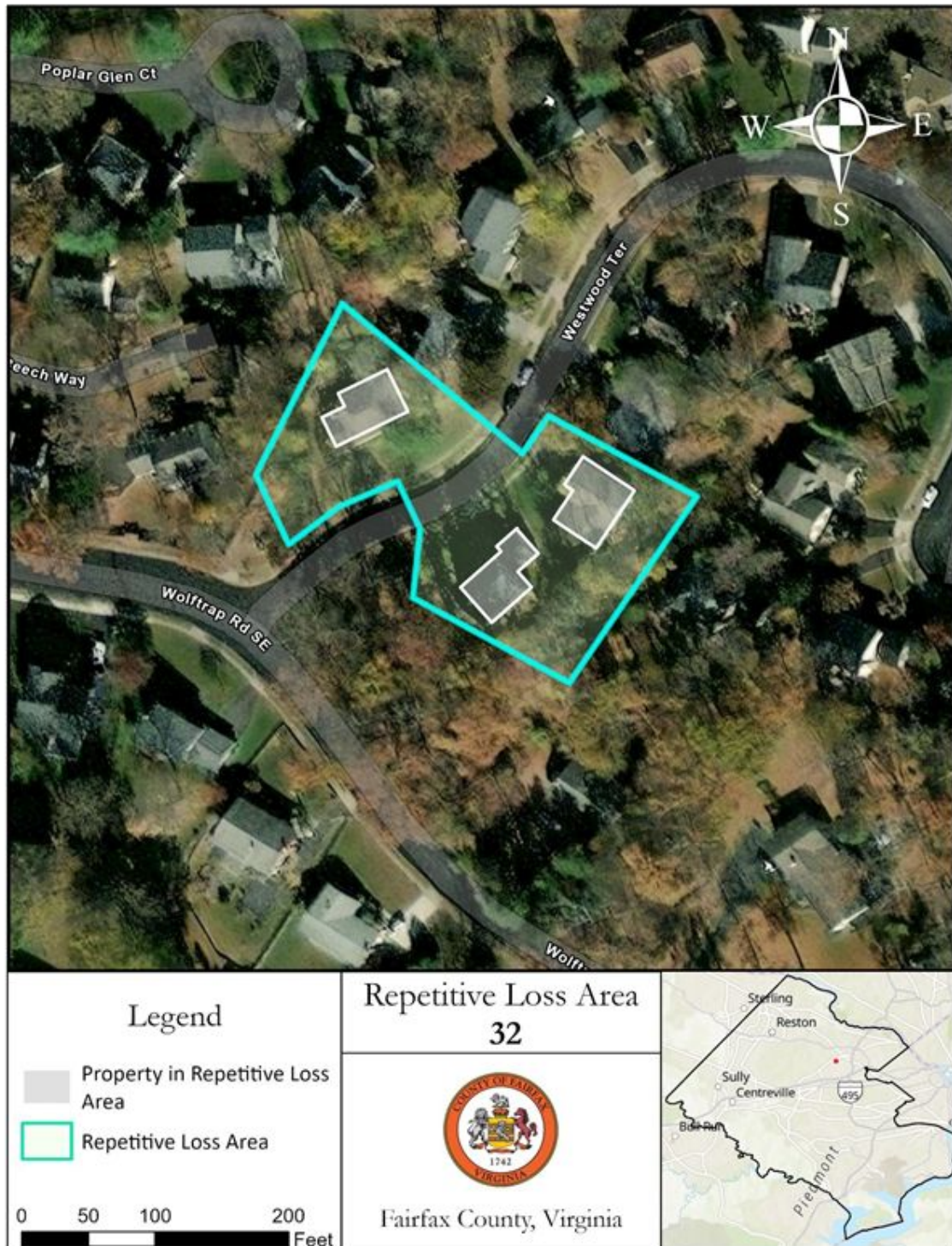


Figure 43 - RLA 32



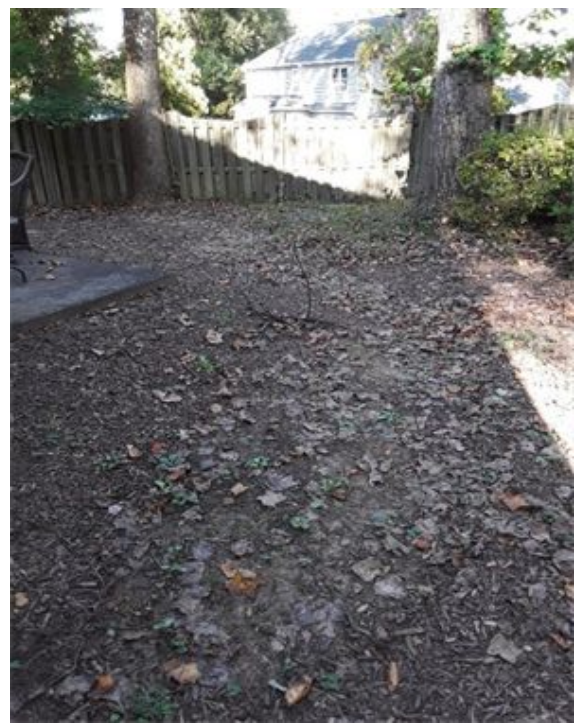
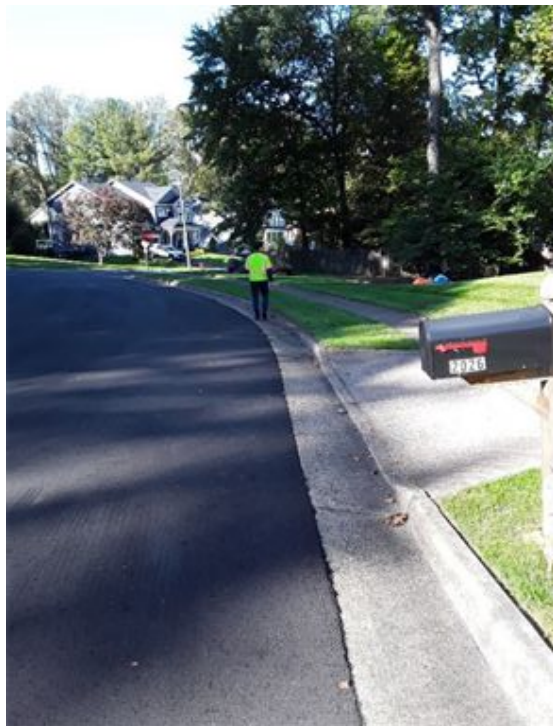






Figure 44 – Eight Representative Photographs of RLA 32

### 2.3.34 Repetitive Loss Area 33

RLA 33 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief, and poor grading. The entire area lies within a sump. The area is residential and has four properties. RLA 33 properties are summarized in **Table 32**. A map showing the location of the RLA, and the footprint of included properties is shown in **Figure 45**. Representative photographs from the RLA follow in **Figure 46**.

The houses in this RLA have basement foundations. There were no questionnaire responses from this area.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Neighborhood drainage infrastructure improvements to increase storm drainage pipe capacity, construct swales channels and roadside ditches or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basements
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Retrofitting existing upstream detention pond 0753DP with CMAC flood control device

**Table 32 - RLA 33 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
33	4	4	0	Average	Overland relief, sump conditions, flooding from adjacent stream	Clifton Rd. & Lee Highway



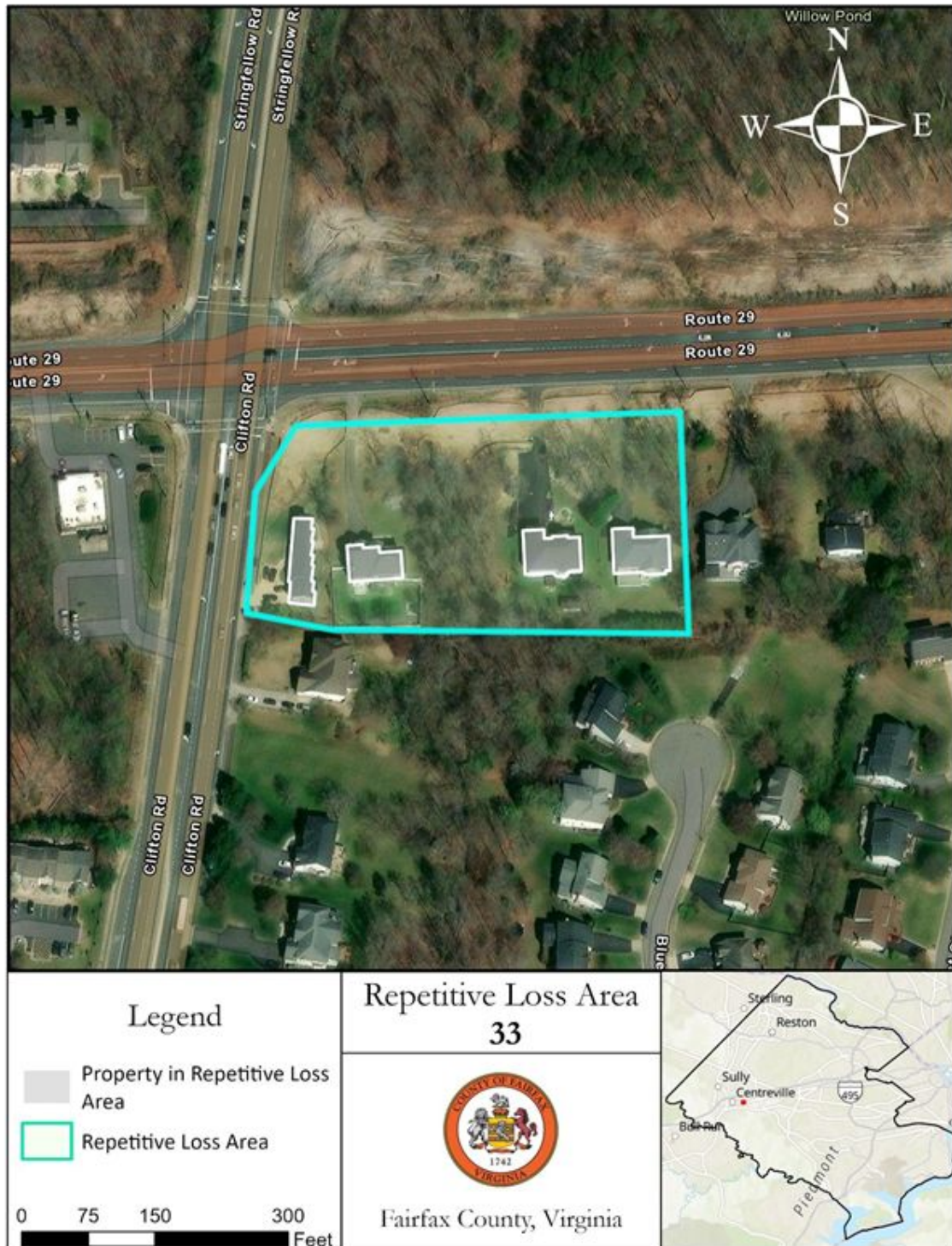
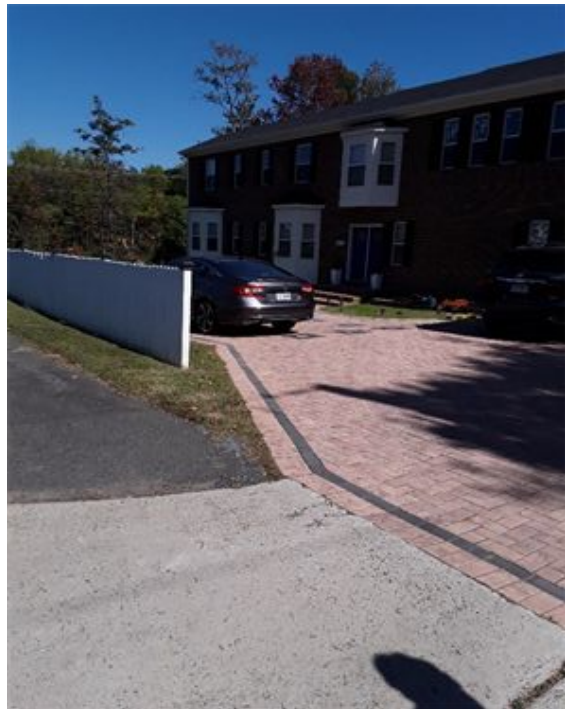


Figure 45 - RLA 33









**Figure 46 – 10 Representative Photographs of RLA 33**

### 2.3.35 Repetitive Loss Area 34

RLA 34 is partially located in the FEMA 100-year floodplain (Pimmit Run). The flooding in this area may also be caused by a lack of overland relief, and poor grading. The area is residential, and the house has a basement. RLA 34 is summarized in **Table 33**.

The house in this RLA has a basement foundation. There was no response to the questionnaire.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating the house above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Filling below-ground basements
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Installing flood walls or levees between the houses and the river



**Table 33 - RLA 34 Overview**

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source
34	1	1	0	Average	Riverine, Overland relief

## 2.4 Step 4. Review Alternative Mitigation Approaches

The fourth step in the RLAA is identifying which mitigation alternatives will prevent or reduce flooding and protect properties from future flood damage. Each of the potential mitigation measures mentioned in Step 3 will be evaluated on a case-by-case basis to determine which mitigation measure is feasible, cost-effective, and how the project could be funded.

There are many ways to protect a property from flood damage depending on the building type, condition, and the different flood hazards. The typical property protection measures, found in the *2017 CRS Coordinator's Manual*, include:

- Demolish the building or relocate it out of harm's way
- Elevate the building above the flood level
- Elevate damage-prone components, such as the furnace or air conditioning unit
- Dry flood-proof the building so water cannot get into it
- Wet flood-proof portions of the building so water will not cause damage
- Construct a berm to redirect drainage away from the building
- Maintain nearby streams, ditches, and storm drains so debris does not obstruct them
- Correct sewer backup problems

Source: CRS Coordinator's Manual 2017

The mitigation measures should fall into one of the following categories (these are based on the CRS process):

- Prevention
- Property Protection
- Natural Resource Protection
- Emergency Services
- Structural Projects
- Public Information and Outreach

Some potential mitigation measures that could be considered for each RLA to reduce or eliminate the risk of flooding include:

- **Structural Elevation**: Physically raising and/or retrofitting an existing structure. Elevation may be achieved through a variety of methods, including elevating on continuous foundation walls; elevating on open foundations, such as piles, piers, posts, or columns; and elevating on fill. Foundations must be designed to properly support all loads and be appropriately connected to the floor structure above, and utilities must be properly elevated as well. For structure within the FEMA 100-year flood zone, the structure must be raised at least 18 inches above the Base Flood Elevation.
- **Property Acquisition and Demolition**: The voluntary acquisition of an existing flood-prone structure and, typically, the underlying land, and conversion of the land to open space through the demolition of the structure. The property must be deed-restricted in perpetuity to open space uses to restore and/or conserve the natural floodplain functions.
- **Floodproofing**: Dry floodproofing a structure is to make it watertight to prevent floodwater from entering. Making the structure watertight involves sealing the walls with waterproof coatings, impermeable membranes, or a supplemental layer of masonry or concrete; installing watertight shields over windows and doors; and installing measures to prevent sewer backup.
- **Retrofitting Utilities**: Measures to reduce risk to existing utility systems such as elevating an air conditioning unit.
- **Mitigation Reconstruction**: The reconstruction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed. Mitigation reconstruction is only permitted for structures outside of the regulatory floodway or Coastal High Hazard Area (Zone V) as identified by the existing best available flood hazard data.
- **Localized Flood Risk Reduction Projects**: Projects to lessen the frequency or severity of flooding and decrease predicted flood damage, within an isolated and confined drainage or catchment area that is not hydraulically linked or connected to a larger basin. These projects include installation or modification of culverts and other stormwater management facilities and providing overland relief.
- **Retrofitting Existing Stormwater Detention Ponds**: This is a special category of Localized Flood Risk Reduction projects category. Such retrofits include increasing detention capacity and installing continuous monitoring and adaptive control (CMAC) devices. CMAC is a category of stormwater best management practice that allows for a wider range of operation of detention and retention ponds. CMAC systems typically consist of a water level sensor, an actuated valve, and an internet connection.
- **Neighborhood Storm Drainage Infrastructure Improvement Projects**: Projects to reduce the frequency or severity of flooding, by increasing the capacity of storm drainage infrastructure in residential neighborhoods to convey the 1% and other low frequency storm events. These projects include regrading to provide overland relief.

## 2.4.1 Proposed Mitigation Alternatives for RLAs

This section presents proposed mitigation alternatives for each of the 32 RLAs. The selection of an alternative, or alternatives combination, depends on several factors such as the number of structures in the area, depth of flooding, and cost of the mitigation alternative relative to the value of structures in the area. **Table 34** presents the proposed mitigation alternatives for each RLA. For some RLAs, two or more alternatives are listed. The selection of an alternative will be based on detailed hydrologic, hydraulic, and

economic analysis to determine the depth of flooding at each property, the effectiveness of the selected alternative in reducing or eliminating flooding, and the cost of implementation for each alternative.

Flooding problems in several RLAs can be resolved by improving the local storm drain system adjacent to the properties in addition to ground grading to avoid ponding. For areas in the FEMA 100-year floodplain, the choice between demolition and structure elevation depends on the severity of flooding (depth at the structure) and the cost associated with each alternative. Areas outside the FEMA 100-year floodplain would benefit from filling below-ground basements, elevating service equipment, or floodproofing.

Areas such as RLA 10, RLA 16, and RLA 18 could potentially use a floodwall for overall protection of all structures within each RLA. However, economic studies must be performed to analyze the cost of the floodwall versus cost of individual structure mitigations.

**Table 34 - Proposed Mitigation Alternatives**

RLA No.	Proposed Mitigation Alternative(s)
RLA 1	<ul style="list-style-type: none"> <li>Elevation and filling below-ground basements</li> </ul>
RLA 2	<ul style="list-style-type: none"> <li>Structure demolished (already accomplished)</li> </ul>
RLA 3	<ul style="list-style-type: none"> <li>Demolition and acquisition</li> <li>Drainage improvement including grading</li> </ul>
RLA 4	<ul style="list-style-type: none"> <li>Neighborhood drainage infrastructure improvements</li> <li>Retrofit existing upstream detention pond 1431DP with CMAC flood control device</li> <li>Filling below-ground basements</li> </ul>
RLA 5	<ul style="list-style-type: none"> <li>Demolition and acquisition</li> <li>Elevation and filling below-ground basements</li> </ul>
RLA 6	<ul style="list-style-type: none"> <li>Elevating service equipment</li> <li>Dry floodproofing, Including repairing the floodwall</li> </ul>
RLA 7	<ul style="list-style-type: none"> <li>Levee/floodwall and pumping station constructed in 2019</li> <li>Elevate structures two feet above highest adjacent grade</li> <li>Regrade to ensure that structures are two feet above the highest adjacent grade</li> <li>Fill under-ground basements</li> </ul>
RLA 8	<ul style="list-style-type: none"> <li>Drainage improvements, improving overland relief in rear</li> </ul>
RLA 9	<ul style="list-style-type: none"> <li>Neighborhood drainage infrastructure improvements</li> <li>Filling below-ground basements</li> </ul>
RLA 10	<ul style="list-style-type: none"> <li>Demolition and acquisition</li> <li>Structure elevation and filling under-ground basements</li> </ul>
RLA 11	<ul style="list-style-type: none"> <li>Demolition and acquisition, or</li> <li>Elevation and filling below-ground basement</li> </ul>
RLA 12	<ul style="list-style-type: none"> <li>Waterproofing foundation walls</li> <li>Neighborhood drainage infrastructure improvements</li> </ul>
RLA 13	<ul style="list-style-type: none"> <li>Drainage improvements</li> <li>Waterproofing foundation walls</li> </ul>
RLA 14	<ul style="list-style-type: none"> <li>Demolition and acquisition</li> <li>Drainage improvements</li> </ul>
RLA 15	<ul style="list-style-type: none"> <li>Property acquired and is in the process of demolition</li> </ul>

RLA No.	Proposed Mitigation Alternative(s)
RLA 16	<ul style="list-style-type: none"> <li>• Dry floodproofing and elevation of service equipment, or</li> <li>• Floodwall</li> </ul>
RLA 17	<ul style="list-style-type: none"> <li>• Demolition and acquisition, or</li> <li>• Elevation and filling below-ground basement</li> </ul>
RLA 18	<ul style="list-style-type: none"> <li>• Demolition and acquisition, or</li> <li>• Elevation and filling below-ground basement</li> </ul>
RLA 19	<ul style="list-style-type: none"> <li>• Demolition and acquisition, or</li> <li>• Elevation and filling below-ground basement</li> <li>• Drainage improvements</li> </ul>
RLA 20	<ul style="list-style-type: none"> <li>• Drainage improvements</li> </ul>
RLA 21	<ul style="list-style-type: none"> <li>• Neighborhood drainage infrastructure improvements</li> <li>• Retrofit existing upstream detention pond 0554DP with CMAC flood control device</li> <li>• Floodwall</li> </ul>
RLA 22	<ul style="list-style-type: none"> <li>• Demolition and acquisition, or</li> <li>• Elevation and filling below-ground basement</li> </ul>
RLA 23	<ul style="list-style-type: none"> <li>• Demolition and acquisition, or</li> <li>• Elevation and filling below-ground basement</li> <li>• Neighborhood drainage infrastructure improvements</li> </ul>
RLA 24	<ul style="list-style-type: none"> <li>• Neighborhood drainage infrastructure improvements</li> <li>• Demolition and acquisition, or</li> <li>• Elevation and filling below-ground basement</li> <li>• Retrofitting existing upstream detention pond 2025DP with CMAC flood control device</li> </ul>
RLA 25	<ul style="list-style-type: none"> <li>• Neighborhood drainage infrastructure improvements</li> <li>• Demolition and acquisition, or</li> <li>• Elevation and filling below-ground basement</li> </ul>
RLA 26	<ul style="list-style-type: none"> <li>• Waterproofing foundation walls</li> <li>• Drainage improvements</li> </ul>
RLA 27	<ul style="list-style-type: none"> <li>• Neighborhood drainage infrastructure improvements</li> <li>• Demolition and acquisition, or</li> <li>• Elevation and filling below-ground basement</li> </ul>
RLA 28	<ul style="list-style-type: none"> <li>• Drainage improvements</li> <li>• Demolition and acquisition, or</li> <li>• Elevation and filling below-ground basement</li> </ul>
RLA 29	<ul style="list-style-type: none"> <li>• Demolition and acquisition of the property</li> <li>• Installing crawl space vents</li> <li>• Elevating the houses above the 1% flood level</li> </ul>
RLA 30	<ul style="list-style-type: none"> <li>• Neighborhood drainage infrastructure improvements</li> <li>• Demolition and acquisition, or</li> <li>• Elevation and filling below-ground basement</li> </ul>
RLA 31	<ul style="list-style-type: none"> <li>• Neighborhood drainage infrastructure improvements</li> <li>• Elevation and filling below-ground basement</li> </ul>
RLA 32	<ul style="list-style-type: none"> <li>• Drainage improvements to improve overland relief</li> <li>• Elevation and filling below-ground basement</li> </ul>

RLA No.	Proposed Mitigation Alternative(s)
RLA 33	<ul style="list-style-type: none"> <li>• Neighborhood drainage infrastructure improvements</li> <li>• Elevation and filling below-ground basement</li> <li>• Retrofitting existing upstream detention pond 0753DP with CMAC flood control device</li> </ul>
RLA 34	<ul style="list-style-type: none"> <li>• Drainage improvements, or</li> <li>• Elevation and filling below-ground basement</li> </ul>

## 2.4.2 Funding for Implementing Mitigation Measures

Potential mitigation measures may be eligible for one or more FEMA mitigation grant programs. FEMA currently has three Hazard Mitigation Assistance (HMA) programs that provide funding for eligible mitigation planning and projects that reduce disaster losses and protect life and property from future disaster damage. The three programs are the Hazard Mitigation Grant Program (HMGP), the Pre-Disaster Mitigation (PDM) Program, and the Flood Mitigation Assistance (FMA) Program.

**HMGP** – HMGP funds are used to implement long-term hazard mitigation planning and projects following a Presidential major disaster declaration.

**PDM** – The PDM Program awards funds for hazard mitigation planning and projects on an annual basis.

**FMA** – The FMA Program provides funds annually for planning and projects to reduce or eliminate risk of flood damage to buildings that are insured under the NFIP. FMA has higher priority to mitigate repetitive and severe repetitive loss properties. FEMA may contribute up to 100 percent Federal cost share for severe repetitive loss properties or the expected savings to the National Flood Insurance Fund for acquisition or relocation activities (the Greatest Savings to the Fund value for property acquisition may be offered to the property owner if the project is not cost-effective using pre-event or current market value).

FEMA may contribute up to 90 percent Federal cost share for repetitive loss properties and up to 75 percent Federal cost share for NFIP-insured properties.

All three programs cover the following eligible flood mitigation activities:

- Property Acquisition and Structure Demolition
- Property Acquisition and Structure Relocation
- Structure Elevation
- Mitigation Reconstruction
- Dry Floodproofing of Historic Residential Structures
- Dry Floodproofing of Non-residential Structures
- Localized Flood Risk Reduction Projects
- Non-localized Flood Risk Reduction Projects

Source: FEMA HMA Guidance, February 27, 2015, under each grant program.

In addition to any project funded by grants, property owners could also implement other types of mitigation measures on their own to protect their property.

## 2.5 Step 5. Document the Findings

Based on the field survey and data collected, the research and analysis of existing reports and studies, and the identification of several structural and non-structural mitigation measures, potential mitigation measures to be considered for each RLA have been documented in Sections 2.3 and 2.4 of this report. The following describes mitigation actions the County is already taking or is planning to take.

### 2.5.1 Completed Mitigation Projects

#### 2.5.1.1 Huntington Levee RLA 7

The Huntington levee project was implemented to improve drainage and alleviate flooding in RLA 7, which affects 230 properties. The Huntington community flooding sources are tidal surges from the Potomac River and flash flooding from the Cameron Run Watershed. At Fairfax County's request, the USACE studied the best ways to protect Huntington from future floods. The study found that a levee and a pumping station are the most cost-effective ways to protect Huntington community. Design for the levee and pumping station was completed by a consulting firm under contract with the County in 2016, and construction completed in 2019 at a cost of approximately \$40 million. **Figure 47** shows the location of the project. The levee system is comprised of an earthen levee capped with concrete I-Wall, a pump station, interior drainage channel and storm sewer collection system, and ponding area to store runoff during lower frequency storms. The earthen levee, which is 2,875 feet long, 18 feet wide top width, and 70 feet base width levee, and a 4-foot high I-wall is located along the right overbank of Cameron Run, provides protection from the one percent-annual-chance flood on Cameron Run. Internal drainage is managed by the ponding area and pump station. An overview of the levee and pump station is shown in **Figure 48**.



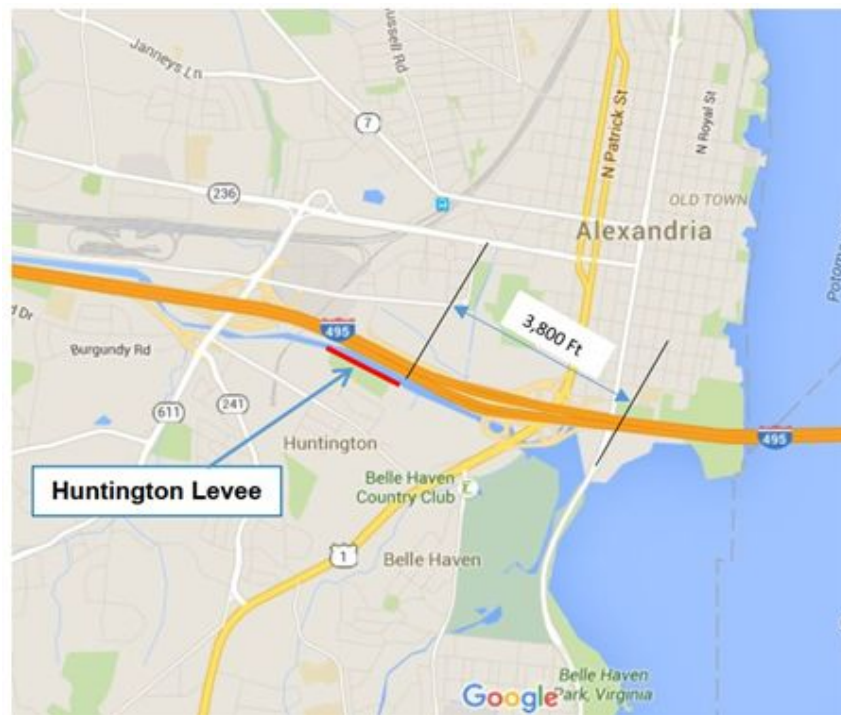
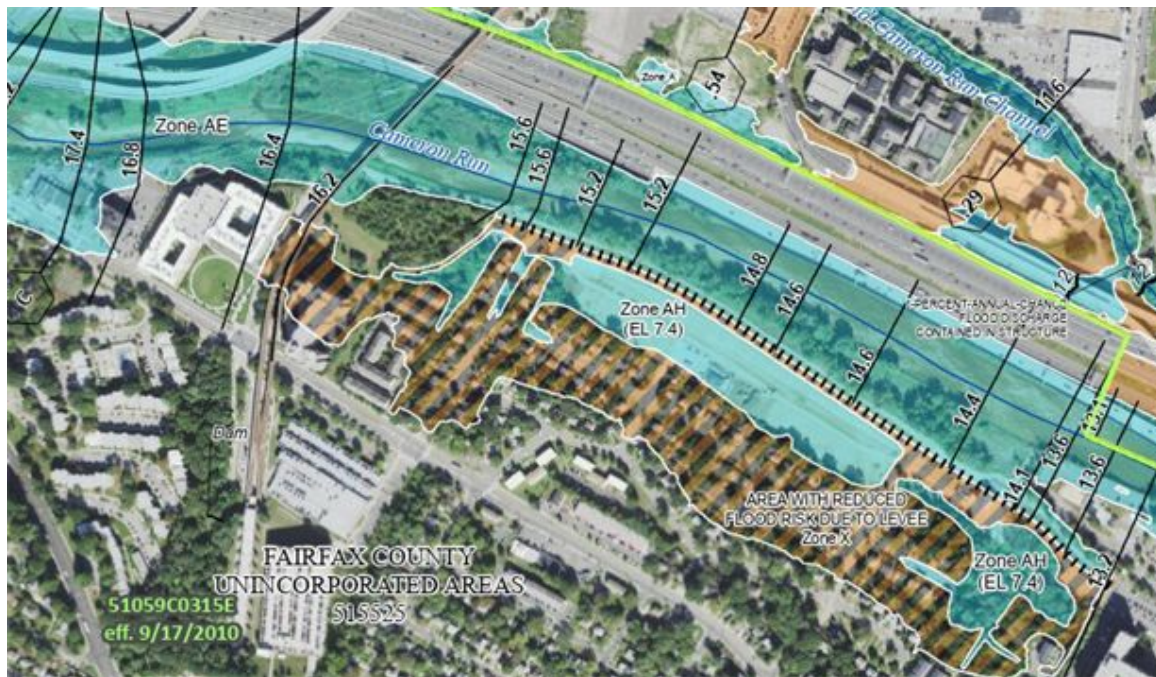


Figure 47 - Huntington Levee, Cameron Run and Potomac River



Figure 48 - Huntington Levee Overview

The Huntington levee was accredited by FEMA in 2021 through LOMR case 21-03-0303P, effective Dec 13, 2021, as shown in **Figure 49**. There are 99 buildings in the levee protected Zone X area. However, accredited levee and re-mapping to levee protected Zone X are not considered to be mitigation for the structures. All the protected buildings are still in the RLA 7 and to remove them from the RL List, the structures need to be improved i.e., elevated 2 feet above the highest adjacent grade (HAG) in Zone X. The County continues to conduct targeted public outreach advising residents in the community that the levee does not provide protection from all storm events and recommending that they consider continuing to maintain flood insurance.



**Figure 49 - Levee protected buildings as per FEMA SFHA**

### 2.5.1.2 Dearborn Drive property acquisition RLA 10

The two (2) RL properties within RLA 10 were mitigated through acquisition, demolition, and restoration to natural open space by 2017. The Interactive Historical Imagery Viewer [Fairfax County Historical Imagery Viewer \(arcgis.com\)](https://arcgis.com) shows structures in 2011 aerial image and open space in 2023 aerial image (**Figure 50**). These lots have now been converted into perpetual open space and are owned by the Fairfax County Board of Supervisors.





Figure 50 - Aerial Imagery showing the properties in 2011 and open space in 2023

### 2.5.1.3 Swinks Mill property acquisition RLA 15

The single structure at Swinks Mill in RLA 15 (**Figure 51**) flooded during significant storm events in June 2006, September 2011, and July 2019, and was classified as a severe repetitive loss property. The County received mitigation assistance under FEMA's Flood Mitigation Assistance (FMA) Grant Program for this property. The property was acquired on January 9, 2024, with demolition and restoration of the property anticipated by Summer, 2025. After restoration, this 1.43-acre Fairfax County Board of Supervisors owned parcel will be maintained as a natural floodplain in perpetuity. The total cost of acquisition, demolition, and restoration is estimated to be \$1,424,026. The completion of this project as well as the demolition of the 4 SRL properties in RLA 18 will result in the mitigation of all SRL properties in Fairfax County.



**Figure 51 - Swinks Mill Property acquired in January 2024**

#### **2.5.1.4 Barrett Road property acquisition RLA 18**

There are 52 properties within RLA 18. Nine properties in the RLA including 5 RL properties (4 of which are designated as SRL) have been acquired through a Virginia DCR Community Flood Preparedness Fund (CFPF) grant. The properties are slated for demolition later this year after which the area will be restored to a natural floodplain. The total project cost is \$12,836,000 with the grant providing 70% of the project cost. The project involves acquisition and demolition of nine (9) residential properties and approximately 2,460 feet of stream channel improvements, and removal of the existing bridge at Holloway Road. **Figure 52** shows the project area and **Figure 53** shows the proposed environmental corridor once the project is completed. All 9 properties were acquired on February 28, 2024, and will be demolished as part of the stream channel improvements. Once the properties are demolished these Fairfax County Board of Supervisor owned lots will be maintained as natural floodplain in perpetuity. The completion of this project as well as the demolition of the SRL property in RLA 15 will result in the mitigation of all SRL properties in Fairfax County.

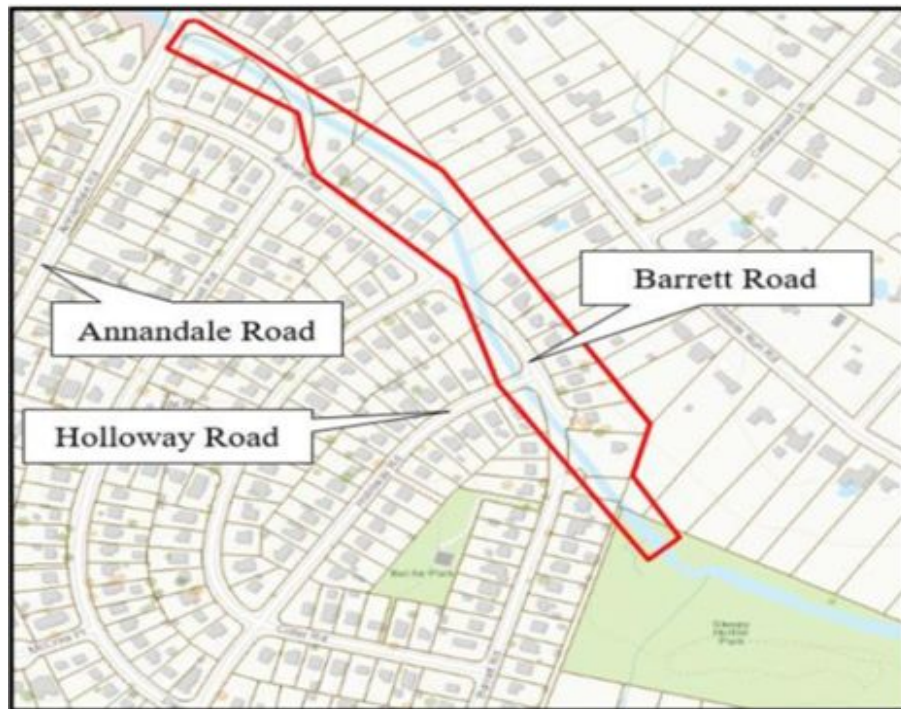


Figure 52 - Project Area



Figure 53 - Rendering of proposed environmental corridor



## 2.5.2 On-going Mitigation Actions

### 2.5.2.1 Outreach projects

Annual outreach activities that include postcards and letters are mailed to everyone in the FEMA floodplain and targeted areas such as residents in the breach zones of 18-state regulated County owned dams, residents living in the repetitive loss areas identified in 2018 and 2023, residents living in the levee protected areas, and residents living in the tidal impact of Potomac River. The outreach documents encourage residents to purchase flood insurance and to be aware of flooding issues at their property. The annual outreach documents are available on the Public Works and Environmental Services Flood Information website <https://www.fairfaxcounty.gov/publicworks/stormwater/flood-information>. The repetitive loss letters are sent bi-annually.

### 2.5.2.2 Flood Risk Reduction Policy

The Department of Public Works and Environmental Services (DPWES), the Department of Land Development Services (LDS), the Department of Planning and Development (DPD), and the Office of Environment and Energy Coordination (OEEC) worked together to identify risk reduction strategies under Flood Risk Reduction (FRR) policy. DPWES leads County projects to reduce structural flood risk that fall under three different categories: Structural flood risk from coastal flooding, non-coastal confirmed structural flooding, and non-coastal predicted risk for structural flooding. DPWES recommends that all County projects evaluate stormwater management options to reduce downstream flows. In accordance with OEEC's Resilient Fairfax plan, several programs were developed to empower residents and owners with knowledge of their risk and strategies to protect themselves and their property. The existing programs are as follows:

- i. Technical assistance for private property owners. The Northern Virginia Soil and Water Conservation District (NVSWCD) provides technical assistance to owners to advise on drainage issues on private property. See <https://www.fairfaxcounty.gov/soil-water-conservation/drainage-problem>.
- ii. Coastal Flooding Outreach. Advise residents of their risk. Partner with a nonprofit to make residents aware of their flood insurance options. Practice communications on Riverwatch, practice evacuation routes and procedures. Implement a voluntary buyout program.
- iii. Flood Risk Outreach. Publish information about low-lying areas (sumps) and modelled floodplain, both FEMA and non-FEMA. As one example of providing knowledge of flood risk, LDS published this Flood Risk Awareness Tool, available at this link.
- iv. Continued efforts with the National Flood Insurance Program. Since 1993, Fairfax County has worked with the Community Rating System (CRS) and is Class 6 jurisdictions in the Commonwealth of Virginia. A Class 6 CRS rating allows property owners in the County to obtain a 20% reduction in flood insurance premiums. See more at Flood Information | Public Works and Environmental Services ([fairfaxcounty.gov](https://www.fairfaxcounty.gov)) County Grant Programs. The Board of Supervisors has approved grant programs for:
  - Flood mitigation assistance Program (FMAP) to residents. Funded by Fairfax County and administered by the Northern Virginia Soil and Water Conservation District, the Flood Mitigation Assistance Program (FMAP) offers applicants 50% reimbursement—up to a maximum of \$5,000—for the costs of projects that protect their properties from flood damage. For more



information, please visit [Flood Mitigation Assistance Program \(FMAP\) | Northern Virginia Soil and Water Conservation District \(fairfaxcounty.gov\)](#)

- Conservation Assistance Program (CAP are urban cost-share programs that provide financial and technical assistance to property owners who would like to manage stormwater on their property using environmentally friendly practices. These practices can be installed to address problems like erosion, poor drainage, or poor vegetation. For more information, please visit [Virginia and Fairfax County Conservation Assistance Programs | Northern Virginia Soil and Water Conservation District](#)

The County is working towards the following proposed programs:

- Future grant programs.** Additional grant programs should focus on erosion prevention and control for channels and swales threatening private or common interest properties and areaway protection and disconnect from sanitary sewers to prevent flooding.
- Easement program.** Identify where the County should obtain additional storm drainage easements and assume maintenance responsibility. This will require staff and funding.
- Enhanced Countywide Floodplain Modelling Efforts Considering Climate Change.** Updating the Fairfax County floodplain maps to supplement the FEMA maps. County floodplain mapping should be updated to identify risk from rainfall adjusted for climate change, sea level rise from climate change, and ultimate buildout conditions.
- Targeted Community Outreach to Vulnerable Communities.** Increased outreach on the availability of programs and targeted outreach for vulnerable communities. Updated outreach materials, with full translation via the County website.

### 2.5.2.3 Chowan Avenue Stormwater Improvement project

Fairfax County applied for and received a CFPF grant in April 2022 for Chowan Avenue Stormwater Improvement project to help mitigate flooding in the Chowan Avenue Neighbourhood. There are 10 properties in RLA 25 along Chowan Avenue several of which will be mitigated after the project is completed. The project is focused on implementing a conveyance system and a channel stabilization using natural channel design method to convey runoff that currently overwhelms existing roads and culverts. The location of the project is shown in **Figure 54**. The total project cost is estimated to be \$2,000,000 with the CFPF grant providing \$1,200,000.



**Figure 54 - Location of the Chowan Ave Stormwater Improvement project**

#### 2.5.2.4 Highland Avenue Acquisition Project

There are 4 (four) properties within RLA 22 along Highland Avenue. One house is a repetitive loss property and flooded most recently during significant storm events in July 2018 and August 2018. The County is currently pursuing CFPF and FEMA grants for voluntary acquisition of the property. The driveway bridges and Highland Lane culvert downstream of the property result in high flood depths at the property. A Benefit Cost Analysis has been completed to apply for a FEMA grant under the FMA program. The County will also apply for CFPF funds for the acquisition and restoration of the property to natural floodplain.

### 2.5.3 Other Current Mitigation Actions

Other planned mitigation actions identified in Fairfax County's Hazard Mitigation Plan include:

- Conduct annual outreach to each FEMA-listed repetitive loss and severe repetitive loss property owner and provide information on mitigation programs (grant assistance, mitigation measures, and flood insurance information) that can assist them in reducing their flood risk.
- Support mitigation of priority flood-prone structures through promotion of acquisition/demolition, elevation, floodproofing, minor localized flood control projects, mitigation reconstruction, and where feasible and appropriate, using FEMA HMA programs. A priority list of flood-prone structures in Fairfax County was developed in April of 2012. This list will be updated and used to apply for FEMA HMA grants to demolish repetitive loss structures and acquire the properties. This program is ongoing.

- Assess the County's compliance with the NFIP by conducting an annual review of the Floodplain Ordinances and any newly permitted activities in the 100-year floodplain. Additionally, conduct annual review of repetitive loss and severe repetitive loss property lists requested by the Virginia Department of Emergency Management to ensure accuracy. Review will include verification of the geographic location of each repetitive loss property and determining if that property has been mitigated and by what means. In 2022, the County received a new list of 99 repetitive loss properties. The County reviewed and submitted an update to FEMA using the AW-501 form. The County will request, review and correct FEMA's repetitive loss list in 2025. The County will continue to seek voluntary buyouts of FEMA's repetitive loss properties in the SFHA. This program is ongoing and will be expanded to include repetitive loss properties outside of the SFHA.

### 3. References

- City of Alexandria, 2012. Potomac River Waterfront Flood Mitigation Study, Evaluation and Recommendations of Mitigation Measures, July 2012.
- Fairfax County Economic, Demographic, and Statistical Research, 2016 Data and U.S. Census Bureau, 2015 five-year American Community Survey Data. <http://www.fairfaxcounty.gov/demogrph/gendemo.htm>. Accessed January 4, 2017.
- Fairfax County, Virginia, 2016. County of Fairfax, Floodplain Management Plan – Progress Report. September 2016.
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- Fairfax County, Virginia, FY2017–2021 Adopted Capital Improvement Program (with future fiscal years to 2026)
- Federal Emergency Management Agency, 2005. Reducing Damage from Localized Flooding: A Guide for Communities. FEMA 511/June 2005. Part III Chapter 7.
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- Federal Emergency Management Agency, 2008. NFIP Technical Bulletin 2, Flood Damage- Resistant Materials Requirements for Buildings Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program, August 2008.
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- Federal Emergency Management Agency, 2013. Floodproofing Non-Residential Buildings, FEMA 936/July 2013.
- Federal Emergency Management Agency, 2013. National Flood Insurance Program, Community Rating System CRS Coordinator's Manual. FIA-15/2013. Section 510.
- Federal Emergency Management Agency, 2015. Hazard Mitigation Assistance Guidance, February 27.
- Federal Emergency Management Agency, National Flood Insurance Program – Bureau Data: Policy Information by State report. <http://bsa.nfipstat.fema.gov/reports/1011.htm>. Accessed January 4, 2017.
- United States Army Corps of Engineers, 2008. Flood Damage Reduction Analysis for Belle Haven Watershed, February 2008.
- United States Army Corps of Engineers, 2009. Huntington Flood Damage Reduction Study, April 2009.

# APPENDICES

## **Appendix A. Example Notification Letter & Sample Questionnaire**

### **A.1 Example Notification Letter**

### **A.2 Sample Questionnaire**





## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

August 16, 2023

Reference: Repetitive Loss Area Analysis Questionnaire

Dear Property Owner:

Fairfax County (County) has participated in the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) Community Rating System (CRS) Program since 1993. The County currently has a Class 6 CRS rating, allowing property owners to obtain a 20% reduction in flood insurance premiums. To continue our participation in FEMA's CRS program the County is required to conduct a Repetitive Loss Area Analysis (RLAA) for areas experiencing repetitive flooding. The last RLAA was conducted in 2018 and we are in the process of updating the 2018 RLAA report using the current repetitive loss list from FEMA. As a result, the County is evaluating properties that have or could experience repetitive flood damage in your area. Our records indicate that you live in an area that may be subject to repetitive flooding.

The County has retained the services of a consulting firm (Atkins) to assist in the update of the RLAA report. As part of the initial data gathering effort on newly identified repetitive loss areas, staff from the County and Atkins would like to visit properties in these areas to evaluate flood risk and to take photographs. Property owners are encouraged to provide any relevant flooding information. Staff will be looking at the type and condition of the foundation, drainage patterns on the lot, and whether outside mechanical equipment is elevated.

You can help us perform this analysis by completing the attached questionnaire form provided and mail it to me within 2 weeks of receipt of this letter in the postpaid return envelope. As part of the questionnaire, we are requesting your permission to allow County and Atkins staff to access your lot (**not** the dwelling) for the flood risk evaluation.

The updated RLAA report will include a review of alternative approaches for property protection measures or drainage improvements where feasible. Once the analysis is complete, a copy of the report can be obtained from us. If you are interested in reviewing and commenting on the draft RLAA report, please provide your email address at the top of the questionnaire and once the analysis is completed, we will email you a copy of the draft report.

---

**Department of Public Works and Environmental Services  
Stormwater Planning Division**

12000 Government Center Parkway, Suite 449  
Fairfax, VA 22035-0052

Phone: 703-324-5500, TTY 711, Fax: 703-802-5955

[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)

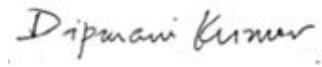


Repetitive Loss Area Analysis Questionnaire

Page 2 of 2

Your cooperation and time in completing the RLAA questionnaire and providing access to your property for flood risk evaluation is greatly appreciated. If you have any questions, please call (703) 324-5500, TTY 711, or send an e-mail to [swpdmail@fairfaxcounty.gov](mailto:swpdmail@fairfaxcounty.gov)

Sincerely,



Dipmani Kumar  
Alternate CRS Coordinator



To request this letter and questionnaire in another language, please email [swpdmail@fairfaxcounty.gov](mailto:swpdmail@fairfaxcounty.gov) referencing 'Repetitive Loss Area Analysis Questionnaire' and the language needed. A translated copy of the documents in that language will be e-mailed to you.

**Department of Public Works and Environmental Services  
Stormwater Planning Division**

12000 Government Center Parkway, Suite 449  
Fairfax, VA 22035-0052  
Phone: 703-324-5500, TTY 711, Fax: 703-802-5955  
[www.fairfaxcounty.gov/publicworks](http://www.fairfaxcounty.gov/publicworks)





## County of Fairfax, Virginia

*To protect and enrich the quality of life for the people, neighborhoods, and diverse communities of Fairfax County*

### **Flood Protection Questionnaire**

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

1. How long have you lived at this address? \_\_\_\_\_ years and \_\_\_\_\_ months
2. You are: ☐ A renter ☐ An owner
3. Do you have a crawlspace, basement, or is your building foundation slab on-grade?  
☐ Crawlspace ☐ Basement ☐ Slab on-grade
4. Do you have an elevation certificate you can share? ☐ Yes ☐ No
5. Do you want information on protecting your building/property from flooding? ☐ Yes ☐ No
6. Has this building or property ever been flooded or had a water problem? ☐ Yes ☐ No (skip to #14)
7. How many times has this building or property flooded? \_\_\_\_\_
8. Did any of your neighbors experience flooding during these events? \_\_\_\_\_
9. In which year(s) did this building or property flood? \_\_\_\_\_
10. Where did flooding occur and how deep was the water? Check all that apply if you have the information.
  - ☐ Basement, \_\_\_\_\_ inches of water
  - ☐ Crawlspace, \_\_\_\_\_ inches of water
  - ☐ First floor, \_\_\_\_\_ inches of water
  - ☐ Yard, \_\_\_\_\_ inches of water
  - ☐ Attached garage, \_\_\_\_\_ inches of water
  - ☐ Other (describe) \_\_\_\_\_, \_\_\_\_\_ inches of water
  - ☐ Water kept out of building by sandbagging, sewer valve, other protective measure (describe)  
 \_\_\_\_\_

---

**Department of Public Works and Environmental Services, Stormwater Planning Division**

1200 Government Center Parkway, Suite 449, Fairfax, VA 22035

Phone: 703.324.5500, TTY: 711, Fax: 703.802.5955 [www.fairfaxcounty.gov/dpwes](http://www.fairfaxcounty.gov/dpwes)



## County of Fairfax, Virginia

*To protect and enrich the quality of life for the people, neighborhoods, and diverse communities of Fairfax County*

11. How long did water stay in the building (longest time)? \_\_\_\_\_ days and \_\_\_\_\_ hours.

12. What caused the flooding? Check all that apply.

- |  |   |
|--|---|
| <input type="checkbox"/> Drainage from adjacent properties   | <input type="checkbox"/> Sanitary sewer backup                    |
| <input type="checkbox"/> Storm surge from nearby waterways   | <input type="checkbox"/> Clogged/undersized drainage ditch        |
| <input type="checkbox"/> Storm sewer backup                  | <input type="checkbox"/> Saturated ground/leaks in basement walls |
| <input type="checkbox"/> Overbank flooding from nearby ditch | <input type="checkbox"/> Standing water next to building          |
| <input type="checkbox"/> Other (describe) _____              |   |

13. Which flood protection measures are on the property? Check all that apply. Did the checked ones work? If not, why did they not work?

- ☐ Sump pump \_\_\_\_\_
- ☐ Waterproofed the outside walls \_\_\_\_\_
- ☐ Re-graded yard to keep water away \_\_\_\_\_
- ☐ Moved things out of basement \_\_\_\_\_
- ☐ Backup power system/generator \_\_\_\_\_
- ☐ Sandbagged \_\_\_\_\_
- ☐ Moved utilities/contents to higher level \_\_\_\_\_
- ☐ Installed drains or pipes to improve drainage \_\_\_\_\_
- ☐ Installed floodwall \_\_\_\_\_
- ☐ Elevated all or part of building \_\_\_\_\_
- ☐ Other (describe) \_\_\_\_\_

14. Do you have FEMA flood insurance? ☐ Yes ☐ No

**Department of Public Works and Environmental Services, Stormwater Planning Division**

1200 Government Center Parkway, Suite 449, Fairfax, VA 22035

Phone: 703.324.5500, TTY: 711, Fax: 703.802.5955 [www.fairfaxcounty.gov/dpwes](http://www.fairfaxcounty.gov/dpwes)

*To protect and enrich the quality of life for the people, neighborhoods, and diverse communities of Fairfax County*

☐ Yes    ☐ No    If Yes, please provide your email address at the top of the questionnaire, and once the analysis is completed, we will email you a copy of the report.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Department of Public Works and Environmental Services, Stormwater Planning Division

Phone: 703.324.5500, TTY: 711, Fax: 703.802.5955 [www.fairfaxcounty.gov/dpwes](http://www.fairfaxcounty.gov/dpwes)

## Appendix B. Field Notes



# Attachment 1

## RLA 2018 Re-inspection Notes

Inspection By:

RLA Area	Date Visited	Address	Changes Since 2018 (Yes/No)	Comments	Recommendations
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					

## Attachment 1

**FAIRFAX COUNTY REPETITIVE LOSS AREA ANALYSIS UPDATE SITE VISIT  
CHECKLIST (RLA 22 - 34)**

Date of Site Visit:

**AtkinsRéalis Site Inspectors:**

**Fairfax County Personnel Present:**

ADDRESS:		Y(yes)	N(no)	U(unsure)	COMMENTS
Site/Structure Questions					
Homeowner permission granted?					
Is this a repetitive loss structure?					
Structure type (residential, commercial)					
Estimated age (before or after 1970) and condition of building (old or new construction)					
Foundation type (slab on grade, basement or crawl space)					
Estimated height of first floor over ground					
Any additional insurable structures (detached garage or other appurtenant structures)					
Garage or appurtenant structure location and relative elevation					
Downspout discharge location					
Does the structure have at least two flood vents max. one foot above the ground?					
Property graded to ensure positive drainage away from buildings					
Are there culverts or storm drain inlets located on or close to the property?					
Describe neighborhood topography and flow routes					
Any visible high-water and debris mark levels					
Potential flooding sources (floodplains, streams, poor overland relief, blocked flow paths)					
Other features that could cause flooding e.g. solid fence blocking flow path					
Other Notes					

INFORMATION FROM TAX ASSESSMENT FORM				
Year in which building was constructed				

[illegible]


CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).

- 1. *Claim Arising from death of Brandon Lemagne on May 11, 2023*
- 2. *Wesley Shifflett v. Bryan J. Hill and Fairfax County, Virginia, Record No. (Pending) (Va. Sup. Ct.)*
- 3. *Application of Virginia Electric and Power Company, PUR-2024-00131 (Va. State Corp. Comm'n) (Sully District)*
- 4. *Timothy Eaton v. Avery Miller, Case No. GV25-003877 (Fx. Co. Gen. Dist. Ct.)*
- 5. *Jaden Eaton v. Avery Miller, Case No. GV25-003878 (Fx. Co. Gen. Dist. Ct.)*
- 6. *State Farm Mutual Automobile Insurance Company as subrogee of Sean V v. Werth, Jeffrey; Case No. GV25-009385*
- 7. *State Farm Mutual Automobile Insurance Company v. Carolyn Anne Kinney, Case No. GV25-006652 (Prince William Co. Gen. Dist. Ct.)*
- 8. *Lidia Yrma Tapia Ovando v. Alexander Voziyan, Case No. GV25-009721 (Fx. Co. Gen. Dist. Ct.)*

Board Agenda Item  
May 13, 2025

9. *Jay Riat, Building Official for Fairfax County, Virginia v. Hilda Vidaurre Flores*, Case No. GV24-025931 (Fx. Co. Gen. Dist. Ct.) (Braddock)
10. *Jay Riat, Building Official for Fairfax County, Virginia v. Sohail A. Rauf*, Case No. GV25-006173 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
11. *Jay Riat, Building Official for Fairfax County, Virginia v. Janeth P. Bastidas* Case No. GV24-021841 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
12. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Elen Tedla and Tekebash T. Tedla*, Case No. GV25-009909 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
13. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Gary M. Breneman*, Case No. GV24-028561 (Fx. Co. Cir. Ct.) (Hunter Mill District)
14. *Jay Riat, Building Official for Fairfax County, Virginia v. Danford R. Deakin and Elizabeth G. Deakin*, Case No. GV25-005169 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
15. *Jay Riat, Building Official for Fairfax County, Virginia v. John D. Morris and Lorena C. Morris*, Case No. GV24-011405 (Fx. Co. Gen. Dist. Ct.) (Mason District)
16. *Jay Riat, Building Official for Fairfax County, Virginia v. Daniel Joseph Noonan and Ha Le*, Case No. GV24-026675 (Fx. Co. Gen. Dist. Ct.) (Mason District)
17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. United American Muslim Association*, Case No. GV25-079911 (Fx. Co. Gen. Dist. Ct.) (Mason District)
18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Gloria Elane Henson, Trustee of the Gloria Elaine (Busby) Henson Revocable Trust dated December 27, 1995*, Case No. GV25-011091 (Fx. Co. Gen. Dist. Ct.) (Mason District)

Board Agenda Item  
May 13, 2025

19. *Jay Riat, Building Official for Fairfax County, Virginia v. Susan Kay Mahon Revocable Trust*, Case No. CL-2025-0001531 (Fx. Co. Cir. Ct.) (Mount Vernon District)
20. *Jay Riat, Building Official for Fairfax County, Virginia v. B9 Sequoia NVIP Owner, LLC and Fantastic Stone, LLC*, Case No. GV23-0002671 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
21. *Jay Riat, Building Official for Fairfax County, Virginia v. B9 Sequoia Fullerton, LLC*, Case No. GV24-0013658 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
22. *Jay Riat, Building Official for Fairfax County, Virginia v. Genevieve Marie Gemon and Alexander Matthew Petsopolous*, Case No. GV24-023005 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v. Jose A. Cruz*, Case No. GV24-027234 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
24. *Jay Riat, Building Official for Fairfax County, Virginia v. New Horizon Produce LLC and KT Associates of Virginia, LLC*, Case No. GV25-0004277 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
25. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jay Riat, Building Official for Fairfax County, Virginia v. Buddy Carl Stolze, Trustee of the Stolze Family Trust and Cathy Sue Stolze, Trustee of the Stolze Family Trust*, Case No. CL-2024-0008377 (Fx. Co. Cir. Ct.) (Providence District)
26. *Jay Riat, Building Official for Fairfax County, Virginia v. Giles Group LC and Amato Industries, Inc.*, Case No. CL-2025-0001236 (Fx. Co. Cir. Ct.) (Providence District)
27. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Milestone Properties in Fairfax, LLC*, Case No. GV24-021687 (Fx. Co. Gen. Dist. Ct.) (Providence District)
28. *Jay Riat, Building Official for Fairfax County, Virginia v. Hui Xiao*, Case No. GV25-003374 (Fx. Co. Gen. Dist. Ct.) (Providence District)

Board Agenda Item  
May 13, 2025

29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. The Matthew Godek Trust Dated November 5, 2023*, Case No. CL-2025-0001241 (Fx. Co. Cir. Ct.) (Springfield District)
30. *Jay Riat, Building Official for Fairfax County, Virginia v. Ernesto Vargas*, Case No. GV24-018628 (Fx. Co. Gen. Dist. Ct.) (Sully District)
31. *Jay Riat, Building Official for Fairfax County, Virginia v. Jae Suk Jang and Dong Chan Kim*, Case No. GV25-009910 (Fx. Co. Cir. Ct.) (Sully District)
32. *Jay Riat, Building Official for Fairfax County, Virginia v. Christopher B. Harrison and Jaime Diana R. Harrison*, Case No. GV25-011089 (Fx. Co. Gen. Dist. Ct.) (Sully District)



**Intent to Defer to**  
**06/24/2025 at 4:00p.m.**

Board Agenda Item  
May 13, 2025

4:00 p.m.

Public Hearing to Convey Certain Land Rights in Board-Owned Property to the Virginia Department of Transportation for the Vienna Metro Station Bicycle and Pedestrian Improvements Project

STAFF:

Ellicia Seard-McCormick, Deputy County Executive of Administration  
Gregg Steverson, Director, Department of Transportation (FCDOT)  
José A. Comayagua, Director, Facilities Management Department (FMD)  
Mike Lambert, Assistant Director, FMD  
Jim Straythorne, Transportation Planner IV, FCDOT

Board Agenda Item  
May 13, 2025

4:00 p.m.

Public Hearing for the Enlargement of Merrimac Area 1 Sanitary District for Refuse/Recycling Collection Services and the De-Creation/Re-Creation of Haycock Road Area 2 Sanitary District to Remove Vacuum Leaf Collection Services (Dranesville District)

ISSUE:

Board of Supervisors' (Board) to conduct a public hearing for the enlargement and de-creation/re-creation of Sanitary Districts for refuse/recycling and removal of vacuum leaf collection service.

RECOMMENDATION:

The County Executive recommends that the Board approve the proposed petitions to change Sanitary Districts for refuse/recycling and/or leaf collection service in accordance with the Board's adopted criteria for the creation of Small or Local Sanitary Districts.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
DTA Local District 1A2 Within Dranesville District (Merrimac Area 1) (Attachment 1 Summary Sheet)	Enlarge	Refuse & Recycling	Approve
DTA Local District 1B2 Within Dranesville District (Haycock Area 2) (Attachment 1 Summary Sheet)	De-Create/ Re-Create	Remove Vacuum Leaf	Approve

TIMING:

The Board authorized to advertise on March 18, 2025, for a public hearing to be held on May 13, 2025, at 4:00 p.m.

BACKGROUND:

The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment

Board Agenda Item  
May 13, 2025

of sanitary districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's adopted criteria for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts.

The submitted petitions have been reviewed, and it has been determined that the petitions should be submitted to the Board for approval. The petitions' data summary and the proposed resolution are set forth in Attachments 2 and 3.

Staff recommends that the enlargement of Merrimac Area 1 Sanitary District for refuse/recycling collection services and the de-creation/re-creation of Haycock Area 2 Sanitary District for the removal of vacuum leaf collection services be approved. If approved, the modifications will become permanent on July 1, 2025.

EQUITY IMPACT:

Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: "A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations."

Creation of new Sanitary Districts allows the County to collect or contract the waste collection for all residences within that designated area, reducing solid waste vehicle congestion in the area, reducing pollution, greenhouse gas emissions, improving safety and providing consistent and standardized service. De-creation that removes vacuum leaf service results in the reduction of waste collection activity for all residences achieving the same benefit in reduction of pollution, greenhouse gas emissions, and improving safety. The creation or de-creation of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas of Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of 55% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change, service start date, new collection rates, and service standards. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

Board Agenda Item  
May 13, 2025

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Summary Sheet

Attachment 2: Data Sheet with Proposed Resolution and Map (Merrimac Area 1)

Attachment 3: Data Sheet with Proposed Resolution and Map (Haycock Area 2)

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

## SUMMARY SHEET

Proposed alterations to the following Sanitary Districts for refuse/recycling collection services and removal of vacuum leaf collection services:

1. Enlarge Merrimac Area 1 Sanitary District in DTA Local District 1A2 within Dranesville District for the purpose of providing refuse/recycling collection services.
2. De-Create/Re-Create Haycock Road Area 2 Sanitary District in DTA Local District 1B2 within Dranesville District for the purpose of providing refuse/recycling and removing vacuum leaf collection services.

DATA SHEET  
Enlarge Merrimac Area 1  
DTA Local District 1A2  
Within the Dranesville District

Purpose: To provide County refuse/recycling collection services to Merrimac Area 1.

- Petition requesting service received November 21, 2024.
- Petition Area: 1 Property.
- 1 Property Owner in favor.
- 0 Property Owners opposed.
- 0 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will become effective July 1, 2025.



ADOPTION OF A RESOLUTION  
TO ENLARGE MERRIMAC AREA 1  
DTA LOCAL DISTRICT 1A2  
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 13<sup>th</sup> day of May, 2025, it was proposed by said Board to adopt a resolution to enlarge a district known as Merrimac Area 1 in DTA Local District 1A2 within Dranesville District to include Merrimac Area 1 for the purpose of providing for refuse/recycling collection to be effective July 1, 2025, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
MAY 13, 2025  
COMMENCING AT 4 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed Sanitary District will be benefited by enlarging the Sanitary District for the purpose of providing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed enlargement of a Sanitary District, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Merrimac Area 1 in DTA Local District 1A2 within Dranesville District, Fairfax County, Virginia, which said enlargement of the

Sanitary District shall be described as follows:

The enlargement of Merrimac Area 1 in DTA Local District 1A2 within Dranesville District to include Merrimac Area 1 located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Merrimac Area 1 in DTA Local District 1A2 within Dranesville District is hereby created to wit:

To provide refuse/recycling collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_day of May, 2025

\_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors

### Merrimac Area 1 Sanitary District Map



DATA SHEET  
De-Create/Re-Create Haycock Road Area 2  
DTA Local District 1B2  
Within the Dranesville District

Purpose: To provide County refuse/recycling and remove vacuum leaf collection services to Haycock Road Area 2 Sanitary District.

- Petition requesting service to be removed received November 17, 2023, and petition process began on August 8, 2024.
- Petition Area: 3 Properties.
- 2 Property Owners in favor.
- 0 Property Owners opposed.
- 1 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will become effective July 1, 2025.

ADOPTION OF A RESOLUTION  
TO DE-CREATE/RE-CREATE HAYCOCK ROAD AREA 2  
DTA LOCAL DISTRICT 1B2  
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 13<sup>th</sup> day of May, 2025, it was proposed by said Board to adopt a resolution to de-create/re-create a district known as Haycock Road Area 2 in DTA Local District 1B2 within Dranesville District to include Haycock Road Area 2 for the purpose of providing for refuse/recycling and removing vacuum leaf collection to be effective July 1, 2025, and the Clerk of said Board was directed to cause notice thereof in a newspaper general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
MAY 13, 2025  
COMMENCING AT 4 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the proposed Sanitary District will be benefited by de-creating/re-creating the Sanitary District for the purpose of providing for refuse/recycling and removing vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed de-creation/re-creation of a Sanitary District, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Haycock Road Area 2 in DTA Local District

1B2 within Dranesville District, Fairfax County, Virginia, which said de-creation/re-creation of the Sanitary District shall be described as follows:

The de-creation/re-creation of Haycock Road Area 2 in DTA Local District 1B2 within Dranesville District to include Haycock Road Area 2 located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Haycock Road Area 2 in DTA Local District 1B2 within Dranesville District is hereby created to wit:

To provide refuse/recycling and remove vacuum leaf collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_day of May, 2025

\_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors

# Haycock Road Area 2 Sanitary District Map, 3 Lots





Board Agenda Item  
May 13, 2025

4:00 p.m.

Public Hearing for the Enlargement of Pleasant Ridge Area 5 Sanitary District for Refuse/Recycling Collection Services and the De-Creation/Re-Creation of Maryalice Place Area and Spring Lane Community Association to Remove Vacuum Leaf Collection Services (Mason District)

ISSUE:

Board of Supervisors' (Board) to conduct a public hearing for the enlargement and de-creation/re-creation of Sanitary Districts for refuse/recycling and removal of vacuum leaf collection service

RECOMMENDATION:

The County Executive recommends that the Board approve the proposed petitions to change Sanitary Districts for refuse/recycling and/or leaf collection service in accordance with the Board's adopted criteria for the creation of Small or Local Sanitary Districts.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
DTA Local District 1B Within Mason District (Pleasant Ridge Area 5) (Attachment 1 Summary Sheet)	Enlarge	Refuse & Recycling	Approve
DTA Local District 1B Within Mason District (Maryalice Place Area) (Attachment 1 Summary Sheet)	De-Create/ Re-Create	Remove Vacuum Leaf	Approve
DTA Local District 1B Within Mason District (Spring Lane Community Association) (Attachment 1 Summary Sheet)	De-Create/ Re-Create	Remove Vacuum Leaf	Approve

TIMING:

The Board authorized to advertise on March 18, 2025, for a public hearing to be held on May 13, 2025, at 4:00 p.m.

**BACKGROUND:**

The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's adopted criteria for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts.

The submitted petitions have been reviewed, and it has been determined that the petitions should be submitted to the Board for approval. The petitions' data summary and the proposed resolution are set forth in Attachments 2, 3 and 4.

Staff recommends that the enlargement of Pleasant Ridge Area 5 Sanitary District for refuse/recycling collection services and the de-creation/re-creation of Maryalice Place Area Sanitary District and Spring Lane Community Association Sanitary District for the removal of vacuum leaf collection services be approved. If approved, the modifications will become permanent on July 1, 2025.

**EQUITY IMPACT:**

Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: "A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations."

Creation of new Sanitary Districts allows the County to collect or contract the waste collection for all residences within that designated area, reducing solid waste vehicle congestion in the area, reducing pollution, greenhouse gas emissions, improving safety and providing consistent and standardized service. De-creation that removes vacuum leaf service results in the reduction of waste collection activity for all residences achieving the same benefit in reduction of pollution, greenhouse gas emissions, and improving safety. The creation or de-creation of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas of Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of 55% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change, service start date, new collection rates, and service

Board Agenda Item  
May 13, 2025

standards. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Summary Sheet

Attachment 2: Data Sheet with Proposed Resolution and Map  
(Pleasant Ridge Area 5)

Attachment 3: Data Sheet with Proposed Resolution and Map  
(Maryalice Place Area)

Attachment 4: Data Sheet with Proposed Resolution and Map  
(Spring Lane Community Association)

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental  
Services (DPWES)

Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

## SUMMARY SHEET

Proposed alterations to the following Sanitary Districts for refuse/recycling collection services and removal of vacuum leaf collection services:

1. Enlarge Pleasant Ridge Area 5 Sanitary District in DTA Local District 1B within Mason District for the purpose of providing refuse/recycling collection services.
2. De-Create/Re-Create Maryalice Place Area Sanitary District in DTA Local District 1B within Mason District for the purpose of providing refuse/recycling and removing vacuum leaf collection services.
3. De-Create/Re-Create Spring Lane Community Association Sanitary District in DTA Local District 1B within Mason District for the purpose of providing refuse/recycling and removing vacuum leaf collection services.

DATA SHEET  
Enlarge Pleasant Ridge Area 5  
DTA Local District 1B  
Within the Mason District

Purpose: To provide County refuse/recycling collection services to Pleasant Ridge Area 5.

- Petition requesting service received September 4, 2024, and the petition process began on October 22, 2024.
- Petition Area: 8 Properties.
- 6 Property Owners in favor.
- 0 Property Owners opposed.
- 2 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will become effective July 1, 2025.

ADOPTION OF A RESOLUTION  
TO ENLARGE PLEASANT RIDGE AREA 5  
DTA LOCAL DISTRICT 1B  
WITHIN MASON DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 13<sup>th</sup> day of May, 2025, it was proposed by said Board to adopt a resolution to enlarge a district known as Pleasant Ridge Area 5 in DTA Local District 1B within Mason District to include Pleasant Ridge Area 5 for the purpose of providing for refuse/recycling collection to be effective July 1, 2025, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
MAY 13, 2025  
COMMENCING AT 4 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the proposed Sanitary District will be benefited by enlarging the Sanitary District for the purpose of providing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed enlargement of a Sanitary District, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Pleasant Ridge Area 5 in DTA Local District 1B within Mason District, Fairfax County, Virginia, which said enlargement of the Sanitary District shall be described as follows:

The enlargement of Pleasant Ridge Area 5 in DTA Local District 1B within Mason District to include Pleasant Ridge Area 5 located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Pleasant Ridge Area 5 in DTA Local District 1B within Mason District is hereby created to wit:

To provide refuse/recycling collection service for the citizens who reside therein.

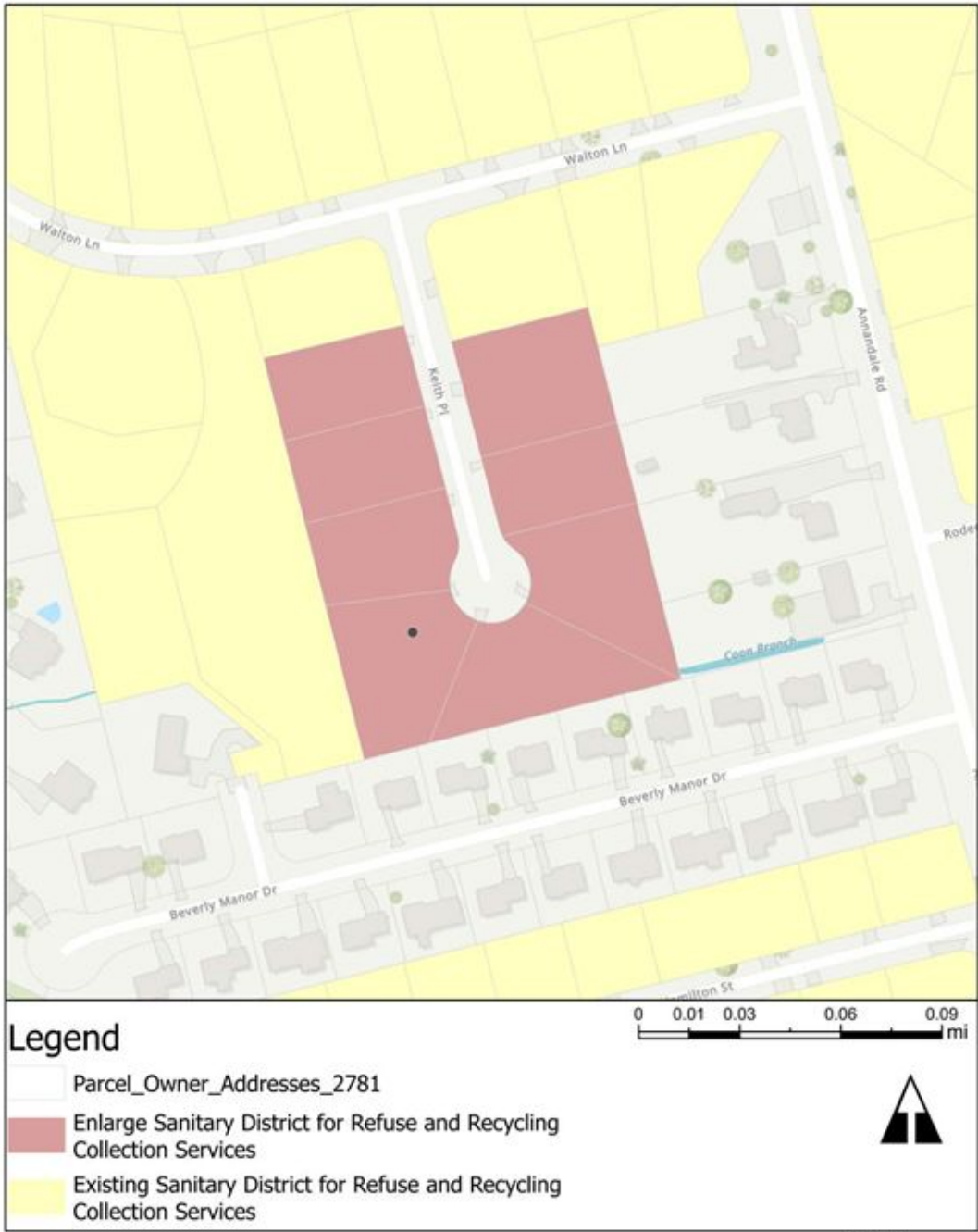
Given under my hand this \_\_\_\_ day of May, 2025

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Jill G. Cooper  
Clerk for the Board of Supervisors



Pleasant Ridge Area 5 Sanitary District Map, 8 Lots



DATA SHEET  
De-Create/Re-Create Maryalice Place Area  
DTA Local District 1B  
Within the Mason District

Purpose: To provide County refuse/recycling and remove vacuum leaf collection services to Maryalice Place Area Sanitary District.

- Petition requesting service to be removed received November 17, 2023, and petition process began on July 10, 2024.
- Petition Area: 10 Properties.
- 10 Property Owners in favor.
- 0 Property Owners opposed.
- 0 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will become effective July 1, 2025.

ADOPTION OF A RESOLUTION  
TO DE-CREATE/RE-CREATE MARYALICE PLACE AREA  
DTA LOCAL DISTRICT 1B  
WITHIN MASON DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 13<sup>th</sup> day of May, 2025, it was proposed by said Board to adopt a resolution to de-create/re-create a district known as Maryalice Place Area in DTA Local District 1B within Mason District to include Maryalice Place Area for the purpose of providing for refuse/recycling and removing vacuum leaf collection to be effective July 1, 2025, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
MAY 13, 2025  
COMMENCING AT 4 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the proposed Sanitary District will be benefited by de-creating/re-creating the Sanitary District for the purpose of providing for refuse/recycling and removing vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed de-creation/re-creation of a Sanitary District, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Maryalice Place Area in DTA Local District 1B within Mason District, Fairfax County, Virginia, which said de-creation/re-creation

of the Sanitary District shall be described as follows:

The de-creation/re-creation of Maryalice Place Area in DTA Local District 1B within Mason District to include Maryalice Place Area located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Maryalice Place Area in DTA Local District 1B within Mason District is hereby created to wit:

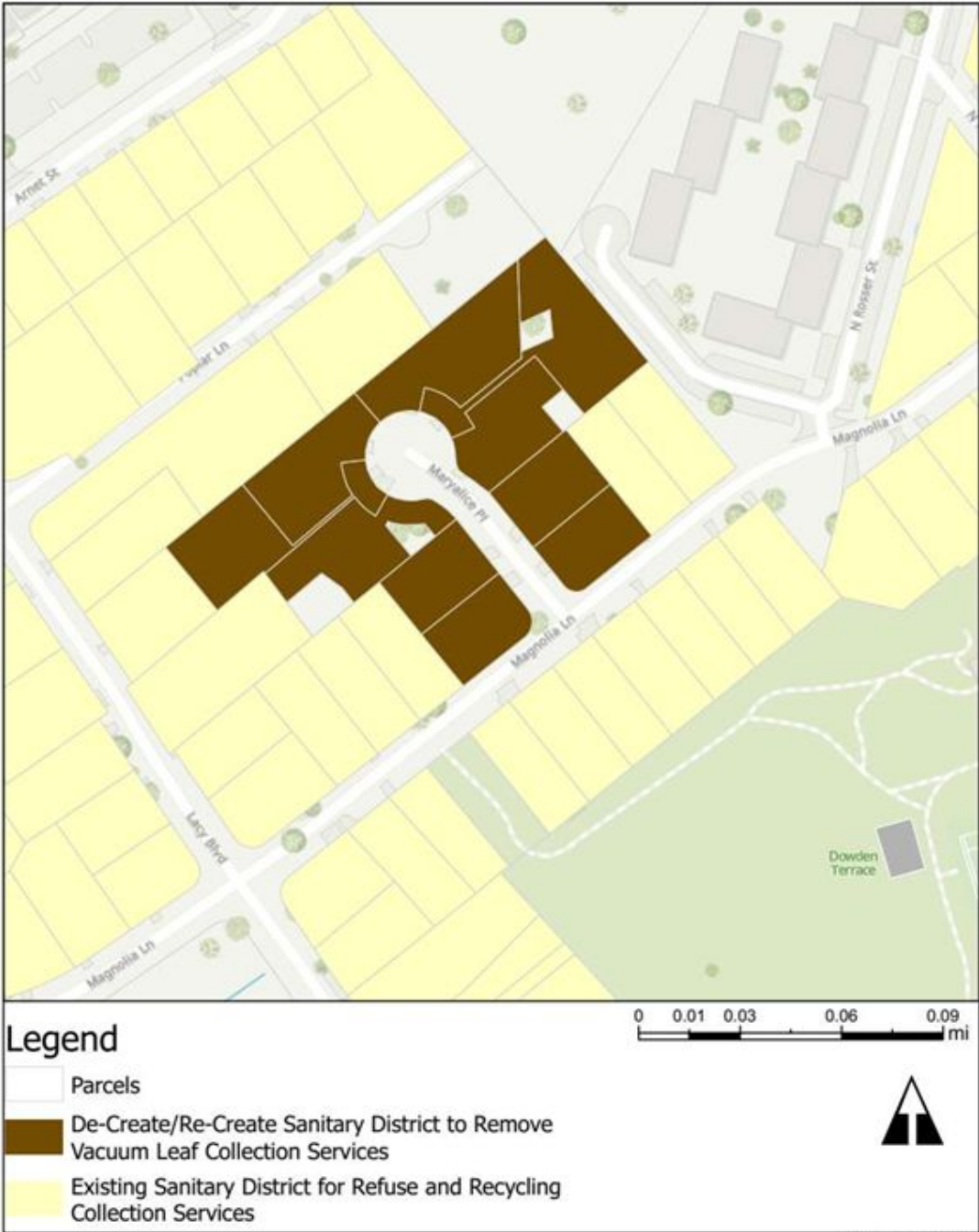
To provide refuse/recycling and remove vacuum leaf collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of May, 2025

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Jill G. Cooper  
Clerk for the Board of Supervisors

Maryalice Place Area Sanitary District Map, 10 Lots



DATA SHEET  
De-Create/Re-Create Spring Lane Community Association  
DTA Local District 1B  
Within the Mason District

Purpose: To provide County refuse/recycling and remove vacuum leaf collection services to Maryalice Place Area Sanitary District.

- Petition requesting service to be removed received June 18, 2024, and petition process began on November 22, 2024.
- Petition Area: 43 Properties.
- 30 Property Owners in favor.
- 0 Property Owners opposed.
- 13 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will become effective July 1, 2025.

ADOPTION OF A RESOLUTION  
TO DE-CREATE/RE-CREATE SPRING LANE COMMUNITY ASSOCIATION  
DTA LOCAL DISTRICT 1B  
WITHIN MASON DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 13<sup>th</sup> day of May, 2025, it was proposed by said Board to adopt a resolution to de-create/re-create a district known as Spring Lane Community Association in DTA Local District 1B within Mason District to include Spring Lane Community Association for the purpose of providing for refuse/recycling and removing vacuum leaf collection to be effective July 1, 2025, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
MAY 13, 2025  
COMMENCING AT 4 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the proposed Sanitary District will be benefited by de-creating/re-creating the Sanitary District for the purpose of providing for refuse/recycling and removing vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed de-creation/re-creation of a Sanitary District, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Spring Lane Community Association in DTA Local District 1B within Mason District, Fairfax County, Virginia, which said de-



creation/re-creation of the Sanitary District shall be described as follows:

The de-creation/re-creation of Spring Lane Community Association in DTA Local District 1B within Mason District to include Spring Lane Community Association located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Spring Lane Community Association in DTA Local District 1B within Mason District is hereby created to wit:

To provide refuse/recycling and remove vacuum leaf collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of May, 2025

\_\_\_\_\_  
Jill G. Cooper  
Clerk for the Board of Supervisors

### Spring Lane Community Association, 43 Lots



Board Agenda Item  
May 13, 2025

4:00 p.m.

Public Hearing for the De-Creation/Re-Creation of Shreve Road Area Sanitary District to Remove Vacuum Leaf Collection Services (Providence District)

ISSUE:

Board of Supervisors' (Board) to conduct a public hearing for the de-creation/re-creation of Sanitary District to remove vacuum leaf collection service.

RECOMMENDATION:

The County Executive recommends that the Board approve the proposed petitions to change Sanitary Districts for refuse/recycling and/or leaf collection service in accordance with the Board's adopted criteria for the creation of Small or Local Sanitary Districts.

<u>Sanitary District</u>	<u>Action</u>	<u>Service</u>	<u>Recommendation</u>
DTA Local District A1 Within Providence District (Shreve Road Area) (Attachment 1 Summary Sheet)	De-Create/ Re-Create	Remove Vacuum Leaf	Approve

TIMING:

The Board authorized to advertise on March 18, 2025, for a public hearing to be held on May 13, 2025, at 4:00 p.m.

BACKGROUND:

The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's adopted criteria for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition should be submitted to the Board for approval. The petition data summary and the proposed resolution are set forth in Attachment 2.

Board Agenda Item  
May 13, 2025

Staff recommends that the de-creation/re-creation of Shreve Road Area Sanitary District for the removal of vacuum leaf collection be approved. If approved, the modification will become permanent on July 1, 2025.

EQUITY IMPACT:

Sanitary District De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: “A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations.”

De-creation of existing Sanitary Districts that removes vacuum leaf service allows the County to reduce waste collection for all residences within that designated area, reducing solid waste vehicle congestion in the area, reducing pollution, greenhouse gas emissions, improving safety and providing consistent and standardized service. The de-creation of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas of Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of 55% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change, service start date, new collection rates, and service standards. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Summary Sheet

Attachment 2: Data Sheet with Proposed Resolution and Map  
(Shreve Road Area)

Board Agenda Item  
May 13, 2025

STAFF:

Jennifer Miller, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

## SUMMARY SHEET

Proposed alterations to the following Sanitary Districts for refuse/recycling collection services and removal of vacuum leaf collection services:

1. De-Create/Re-Create Shreve Road Area Sanitary District in DTA Local District 1A within Providence District for the purpose of providing refuse/recycling and removing vacuum leaf collection services.

DATA SHEET  
De-Create/Re-Create Shreve Road Area  
DTA Local District 1A  
Within the Providence District

Purpose: To provide County refuse/recycling and remove vacuum leaf collection services to Shreve Road Area Sanitary District.

- Petition requesting service to be removed received November 20, 2023, and petition process began on December 23, 2024.
- Petition Area: 1 Property.
- 1 Property Owner in favor.
- 0 Property Owners opposed.
- 0 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved. If approved, services will become effective July 1, 2025.



ADOPTION OF A RESOLUTION  
TO DE-CREATE/RE-CREATE SHREVE ROAD AREA  
DTA LOCAL DISTRICT 1A  
WITHIN PROVIDENCE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 13<sup>th</sup> day of May, 2025, it was proposed by said Board to adopt a resolution to de-create/re-create a district known as Shreve Road Area in DTA Local District 1A within Providence District to include Shreve Road Area for the purpose of providing for refuse/recycling and removing vacuum leaf collection to be effective July 1, 2025, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY  
MAY 13, 2025  
COMMENCING AT 4 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section 15.2-858, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed Sanitary District will be benefited by de-creating/re-creating the Sanitary District for the purpose of providing for refuse/recycling and removing vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed de-creation/re-creation of a Sanitary District, pursuant to Virginia Code Section 15.2-858, as amended, to be known as Shreve Road Area in DTA Local District 1A within Providence District, Fairfax County, Virginia, which said de-creation/re-creation of the Sanitary District shall be described as follows:

The de-creation/re-creation of Shreve Road Area in DTA Local District 1A within Providence District to include Shreve Road Area located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Shreve Road Area in DTA Local District 1A within Providence District is hereby created to wit:

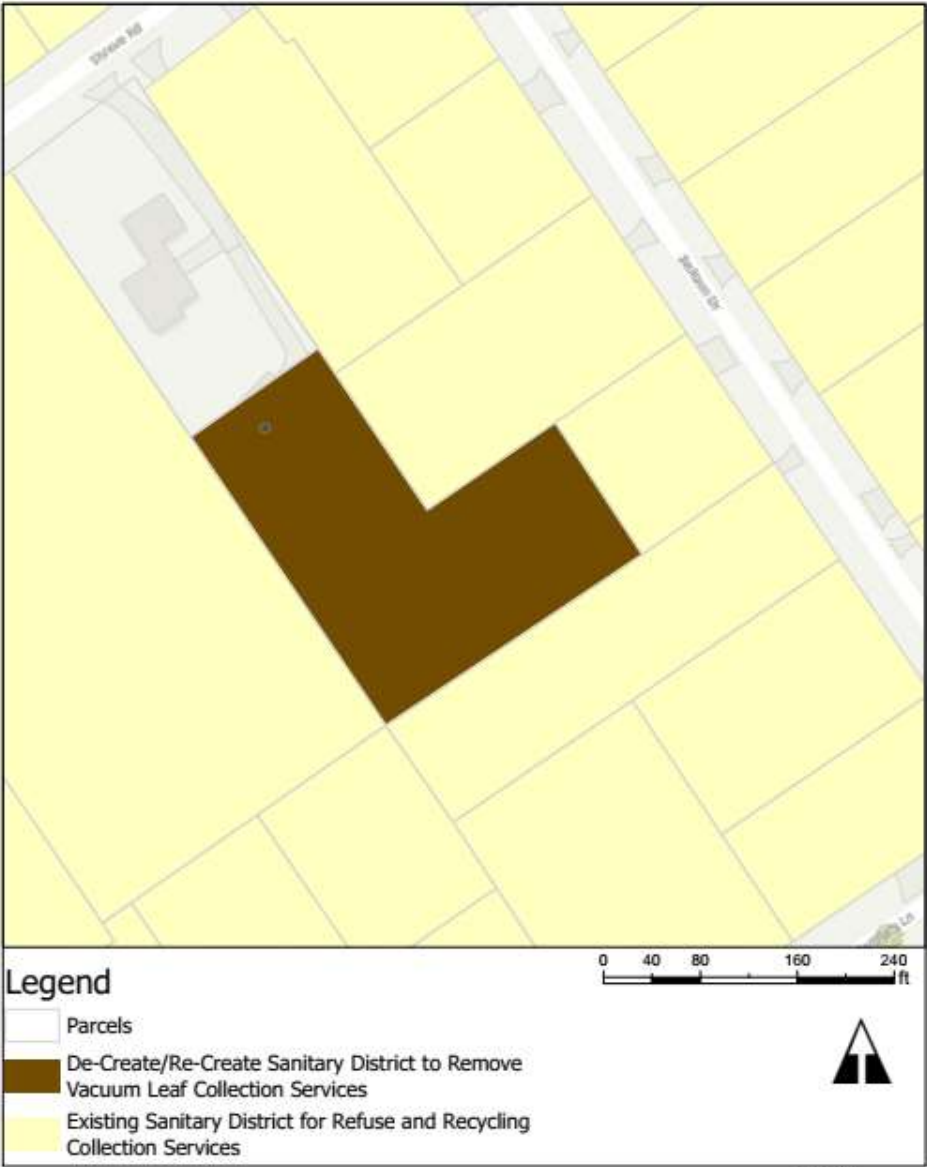
To provide refuse/recycling and remove vacuum leaf collection service for the citizens who reside therein.

Given under my hand this \_\_\_\_ day of May, 2025

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Jill G. Cooper  
Clerk for the Board of Supervisors

Shreve Road Area Sanitary District Map, 1Lot



Board Agenda Item  
May 13, 2025

4:00 p.m.

Public Hearing on Proposed Plan Amendment PA-2023-II-2V, Hunter's Branch Office Complex, Northwest Quadrant of the Intersection of Route 29 and Nutley Street (Providence District)

ISSUE:

Plan Amendment PA-2023-II-2V proposes to amend the Comprehensive Plan recommendations for Tax Map Parcels 48-4 ((1)) 1E and 1G for residential mixed-use development up to an intensity of 1.31 Floor Area Ratio (FAR) consisting of multifamily, stacked townhouses, and ground floor non-residential uses. The adopted Plan recommends mixed-use development to include multifamily residential units as well as office uses up to .50 FAR.

PLANNING COMMISSION RECOMMENDATION:

On March 12, 2025, the Planning Commission voted 10-0 (Commissioner Bennett was absent from the meeting) to recommend to the Board of Supervisors the adoption of a Planning Commission alternative to the staff recommendation for Plan Amendment 2023-II-2V, as shown in Attachment I dated March 12, 2025.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission Public Hearing – March 12, 2025  
Board of Supervisors' Public Hearing – May 13, 2025, at 4:00 p.m.

BACKGROUND:

On April 11, 2023, the Board of Supervisors (Board) authorized the consideration of Plan Amendment 2023-II-2V as a Tier 3, deferred item to consider residential or mixed-use development up to a density of 65-80 du/ac. On November 21, 2023, the Board re-authorized the amendment as a Tier 1 item for residential or mixed-use development up to a density of 65-80 du/ac, including the potential for adaptive reuse of the existing office building for partial redevelopment, or redevelopment of the entire site for multifamily residential uses. Specific considerations noted in the authorization included the mix of uses, appropriate density level, provision of residential amenities, usable open

Board Agenda Item  
May 13, 2025

spaces, and multimodal connections to the Vienna Metrorail Station, Pan Am Shopping Center, and other nearby destinations. In the course of the Plan amendment review, the mix of land uses has focused on residential and non-residential uses, and as a result, Floor Area Ratio FAR has been used as the primary metric for describing development intensity on the site. The review of the Plan amendment is concurrent with Rezoning application PCA-80-P-039-010, CDPA-80-P-030-002, and FDPA-80-P-039-09 (RZPA 2023-PR-0015) which seeks to demolish two existing office buildings and construct an 8-story, 485,000 square foot multifamily apartment building (up to 485 units), 76 stacked townhomes and approximately 6,700 square feet of non-residential use.

EQUITY IMPACT:

No Impact. The Plan amendment was reviewed by the community at a virtual meeting held on April 3, 2024, and at a second virtual community meeting held on February 27, 2025. The Plan amendment was advertised for comment on the County website, email listserv and Facebook.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I - Planning Commission Alternative Motion

The Planning Commission Meetings Video Archive is available online at:  
[Planning Commission Meetings Video Archive - Fairfax County, Virginia](#)

The Planning Commission Action:  
[Planning Commission Actions 2025 | Planning Commission.](#)

The Staff Report for PA-2023-II-2V has been previously furnished and is available online at:  
<https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports>

STAFF:

Jennifer Miller, Deputy County Executive  
Tracy Strunk, Director, Department of Planning and Development (DPD)  
Kelly Atkinson, Director, Planning Division (PD), DPD  
Graham Owen, Branch Chief, Policy & Plan Development Branch (PPDB), PD, DPD  
Aaron Klibaner, Planner II, PPDB, PD, DPD

**MOTION**  
**March 12, 2025**

**Commissioner Jeremy Hancock, Providence District**  
**Planning Commission Public Hearing**

**Plan Amendment 2023-II-2V**

**Approval Motion:**

As staff indicated, the amendment would modify the Plan language for Tax Map Parcels 48-4 ((1)) 1E and 1G to facilitate the redevelopment of the existing office buildings for residential mixed-use development at an intensity up to 1.3 Floor Area Ratio (FAR). I would note that a community meeting was held on February 27 to discuss the staff recommendation with the community, and there were suggestions for additional language related to street lighting along both sides of Nutley Street and the north side of Route 29. This would be beneficial improvement for these frontages and I think warrants specific focus with this SSPA.

Therefore Mr. Chairman, I move that the Planning Commission recommend to the Board of Supervisors the adoption of the staff recommendation for Plan Amendment 2023-II-2V as shown on pages 28-32 of the staff report dated February 19, 2025 with the following additional site-specific bullet:

- **Street lights should be installed along both sides of Nutley Street and the north side of Route 29 to enhance pedestrian safety and visibility.**

End of Motion

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Board Agenda Item  
May 13, 2025

4:30 p.m.

Public Hearing on Proposed Plan Amendment PA-2024-III-1P, Ox Road/Hooes Road,  
East Side of Ox Road (Route 123) South of Hooes Road and West of Old Ox Road  
(Mount Vernon District)

ISSUE:

Plan Amendment PA-2024-III-1P proposes to amend the Comprehensive Plan recommendations for Tax Map Parcels 106-4 ((1)) 17, 18, 19 (part), 27 and 27A for residential use at a density of 2-3 dwelling units per acre. The recommendation would allow up to 23 single-family detached units to be built. The adopted Plan recommends residential use at a density of 0.2-0.5 du/ac.

PLANNING COMMISSION RECOMMENDATION:

The public hearing was held on January 29, 2025, and the Planning Commission voted to defer decision to a date certain of February 26, 2025. The Planning Commission meeting scheduled for February 26, 2025, was cancelled due to inclement weather. On March 12, 2025, the Planning Commission voted 10-0 (Commissioner Bennet was absent from the meeting) to recommend to the Board of Supervisors the adoption of a Planning Commission alternative to the staff recommendation for Plan Amendment 2024-III-1P, as shown in Attachment I dated March 12, 2025.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission Public Hearing – January 29, 2025  
Planning Commission Decision Only – March 12, 2025  
Board of Supervisors' Public Hearing – May 13, 2025, at 4:30 p.m.

BACKGROUND:

On April 16, 2024, the Board of Supervisors (Board) authorized Plan Amendment 2024-III-1P to consider residential use at a higher density than the current base plan, with specific considerations for tree preservation and buffering from Ox Road, watershed and noise impacts, multimodal connectivity, and open spaces and parks. The Board authorization noted that the Plan amendment should be reviewed



Board Agenda Item  
May 13, 2025

concurrently with rezoning application RZ/FDP 2024-MV-00016, which is under review to rezone the property from the Residential, one dwelling unit per acre (R-1) District to the Planned Development Housing, three dwelling units per acre (PDH-3) District to accommodate up to 23 single-family detached dwelling units.

EQUITY IMPACT:

No Impact. The Plan amendment was reviewed by the community at a virtual meeting held on October 22, 2024, and with the South County Federation Land Use Committee at a separate meeting. The Plan amendment was advertised for comment on the County website, email listserv and Facebook.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I - Planning Commission Alternative Proposed Plan Language

The Planning Commission Meetings Video Archive is available online at:  
[Planning Commission Meetings Video Archive - Fairfax County, Virginia](#)

The Planning Commission Action:  
[Planning Commission Actions 2025 | Planning Commission](#).

The Staff Report for PA-2024-III-1P has been previously furnished and is available online at:  
<https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports>

STAFF:

Jennifer Miller, Deputy County Executive  
Tracy Strunk, Director, Department of Planning and Development (DPD)  
Kelly Atkinson, Director, Planning Division (PD), DPD  
Graham Owen, Branch Chief, Policy & Plan Development Branch (PPDB), PD, DPD  
Aaron Klibaner, Planner II, PPDB, PD, DPD

**MOTION**  
**March 12, 2025**

**Commissioner Walter C. Clarke, Mount Vernon District**  
**Planning Commission Public Hearing**

**Plan Amendment 2024-III-1P**  
**Ox Road/Hooes Road**

**Motion:**

At the public hearing held on January 29, 2025, for Plan Amendment 2-24-III-1P, the Planning Commission heard public comments on a proposal for single-family detached use at a density of 2-3 dwelling units per acre, which would yield 23 new single family homes at the high end of this range. Questions were raised related to compatible density, stormwater management, vehicle trip generation and access from Old Ox Road. In response to the comments, I would like to propose two edits to the draft plan text provided in the staff report. The first would refine the density range from the original 2-3 du/ac to 1-2.86 du/ac. This lower, more specific range would explicitly note that the plan conditions apply to any density on the site that is greater than what the current R-1 zoning currently allows and would also set a Plan maximum no higher than the proposed 23 residences. This lower maximum would be in keeping with the Cavanaugh Crossing neighborhood that is located across Old Ox Road from the site. The second proposed change provides some additional context regarding stormwater management. The site sits atop a drainage divide between the Occoquan and Mill Branch watersheds. The site is not in WSPOD, which is over a mile to the west, however, the Pohick Planning District areawide guidance speak to protecting the Occoquan through low impact development (LID), which could consist of bioswales, pervious pavement, bioretention, and other measures. Given this, I have included some clarifying edits to the stormwater language to emphasize the importance of this issue.

During the PC hearing, a question arose as to whether a right turn lane into the proposed development from southbound Old Ox Road might be necessary to address the increased vehicle trips generated by the proposal. Staff researched this issue and determined that the increased vehicle trips that would be generated by the proposed development are very minor and would not likely warrant this improvement, and that it might impact pedestrian and bicycle circulation along the subject area's periphery. This issue can be explored further in the course of the rezoning process. Finally, there was also a question about the proposed trip generation calculation in the staff report. Staff verified that the estimate in the report is correct, and explained that given the characteristics of the proposed use, a logarithmic equation was used rather than a standard calculation for estimating trips, which is the recommended method described in the ITE Trip Generation Manual. Mr. Chairman, I move that the Planning Commission recommend to the Board of Supervisors the adoption of a Planning Commission Alternative to the staff recommendation for Plan Amendment 2024-III-1P, as shown on tonight's handout dated March 12, 2025.

End of Motion

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**PLANNING COMMISSION ALTERNATIVE  
PROPOSED PLAN LANGUAGE  
Plan Amendment 2024-III-1P  
March 12, 2025**

Staff recommended modifications to the Comprehensive Plan are shown as underlined for text to be added and as ~~struckthrough~~ as text to be deleted. Planning Commission recommendations are shown as **bold** for text to be added and as **~~bold struckthrough~~** for text to be deleted.

**RECOMMENDATION**

**ADD:** Fairfax County Comprehensive Plan, 2017 Edition, Area III, Pohick Planning District, P5-Dominion Community Planning Sector, as amended through 3-21-2023, Land Use, Recommendations, page 54:

“13. As an option, Tax Map Parcels 106-4 ((1)) 17, 18, 19 (part, east of Route 123), 27 and 27A are planned for residential use at a density of ~~2-3~~ **1.0-2.86** dwelling units per acre provided the following conditions are met:

- **Stormwater run-off detention should be provided to good forested conditions to the extent feasible in order to protect the Occoquan River as referenced in the Pohick Planning District Areawide Guidance. Best Management Practice (BMP)/Low Impact Development (LID) stormwater site design should be utilized, with a goal of exceeding minimum water quality requirements, to the greatest extent feasible.**
- Commitments to preserving as much of the existing tree cover as possible and identification and preservation of significant trees should be addressed during the review of any rezoning application.
- Onsite park spaces programmed with trails, play areas, amenities, gathering spaces, and landscaping should be provided.
- A Phase I archaeological survey of all undisturbed areas not previously surveyed for cultural resources should be conducted to determine the presence or absence of archaeological sites prior to site development.
- Enhancements to the pedestrian and bicycle network of facilities along Route 123, Ox Road and Hooes Road should be provided. Such enhancements should include implementation of the major paved trail along Hooes Road, and a sidewalk with buffer along Ox Road. Opportunities to connect to and fill gaps in surrounding bicycle and pedestrian network should be explored to ensure that new residents can safely walk or bike in the area.
- Provide safe and comfortable crossings for all key legs of the intersection of Route 123 and Hooes Road.

Board Agenda Item  
May 13, 2025

4:30 p.m.

Public Hearing on Proposed Plan Amendment SSPA 2023-IV-2S, Franconia Triangle (S-9 Beulah Community Planning Sector Recommendation #3) Study (Franconia District)

ISSUE:

Plan Amendment SSPA 2023-IV-2S proposes to amend the Comprehensive Plan for S-9 Beulah Community Planning Sector Recommendation #3, to add Plan options subject to development conditions for:

- Tax Map Parcel 81-3 ((5)) 13 and along Franconia Road: Retail use up to 0.30 FAR;
- Franconia Governmental Center site [Tax Map Parcels 81-3 ((5)) 3A, 2A, 2B, 2C1 and 83-3 ((8)) 503]: Multi-family residential use up to 120 units inclusive of bonus related to affordable and workforce dwelling units;
- Beulah Street SSPA site [Tax Map Parcels 81-3 ((5)) 15, 15A, 15B, 15C, 17C and 17D]: Multi-family and attached residential use up to 12 dwelling units per acre exclusive of bonus related to affordable and workforce dwelling units;
- Tax Map Parcel 81-3 ((5)) 16: Attached residential use subject to consolidation or coordination of development with the adjacent residentially planned parcels.

PLANNING COMMISSION RECOMMENDATION:

On April 9, 2025, the Planning Commission voted 10-0 (Commissioner Spain was absent from the meeting. Commissioner Bennett recused herself from the vote.) to adjourn the meeting at 12:00 a.m., as provided in the Bylaws of the Planning Commission, and resume on April 30, 2025.

On April 30, 2025, the Planning Commission voted 10-0 (Commissioner Wang was absent from the meeting. Commissioner Bennett recused herself from the vote) to defer the decision only for Plan Amendment SSPA 2023-IV-2S to a date certain of May 7, 2025, with the record remaining open for written and electronic comments. ~~The Planning Commission action will be forwarded upon decision.~~

**On May 7, 2025, the Planning Commission voted 10-1 (Commissioner Thomas voted in opposition. Commissioner Bennett recused herself and was not present for the vote) to recommend to the Board of Supervisors the adoption of Plan Amendment SSPA-2023-IV-2S as shown in the Planning Commission handout dated May 7, 2025.**

Board Agenda Item  
May 13, 2025

**RECOMMENDATION:**

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

**TIMING:**

Planning Commission Public Hearing – April 9, 2025 & April 30, 2025. Decision only on May 7, 2025.

Board of Supervisors' Public Hearing – May 13, 2025 at 4:30p.m.

**BACKGROUND:**

On April 11, 2023, the Board of Supervisors authorized the Franconia Triangle Study to evaluate and update Plan recommendation #3 of the S-9 Beulah Community Planning Sector, including but not limited to specific considerations for the proposed land use mix and density/intensity proposed for land areas within the study area accepted into the 2022-2023 Countywide Site-Specific Plan Amendment (SSPA) process. The study area includes the "Beulah Street SSPA" area (nomination CPN22-LE-003), submitted via the 2022-2023 SSPA process, which proposed to redevelop and repurpose two office buildings for single-family detached and multifamily residential uses, as well as the proposed redevelopment of the Franconia Governmental Center with affordable multifamily residential use.

**EQUITY IMPACT:**

The Plan amendment supports One Fairfax Policy Area of Focus #2 "Housing policies that encourage all who want to live in Fairfax to be able to do so, and the provision of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transport" by supporting the creation of 120 affordable multi-family units and additional market-rate townhomes and multi-family units. The site is within walking distance of retail stores and services and has access to multiple bus routes. The Plan amendment was reviewed by the community in a series of meetings with the Franconia District Land Use Committee and at two community meetings. The Plan amendment was advertised for comment on the County website, email listserv, Facebook, PublicInput and Nextdoor.

**FISCAL IMPACT:**

None.

Board Agenda Item  
May 13, 2025

ENCLOSED DOCUMENTS:

**Attachment 1 - Planning Commission Handout.**

The Planning Commission Meetings Video Archive available online at:  
<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

The Planning Commission Action:  
[Planning Commission Actions 2025 | Planning Commission.](#)

The Staff Report for SSPA 2023-IV-2S has been previously furnished and is available online at:  
<https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports>

STAFF:

Jennifer Miller, Deputy County Executive  
Tracy Strunk, Director, Department of Planning and Development (DPD)  
Kelly Atkinson, Director, Planning Division (PD), DPD  
Graham Owen, Chief, Policy & Plan Development Branch, PD, DPD  
Katrina Newton, Planner III, Policy & Plan Development Branch, PD, DPD

**DRAFT RECOMMENDED MODIFICATIONS  
PLANNING COMMISSION HANDOUT  
Plan Amendment SSPA-2023-IV-2S  
Franconia Triangle Study  
May 7, 2025**

The following proposed text is based on the Staff Report for Plan Amendments **SSPA-2023-IV-2S**, dated January 17, 2025, Recommendation section.

Draft modifications to the staff report recommendation are shown in **bold with underline and blue highlight** for proposed additions and ~~**bold with double strike-throughs and blue highlight**~~ for proposed deletions. The staff report recommendations are **shown in yellow** with strike-through for proposed deletion of adopted text and underline for proposed additions to the adopted text.

**MODIFY:** Fairfax County Comprehensive Plan, 2017 Edition, Area IV, Springfield Planning District, as amended through July 25, 2023, S9- Beulah Community Planning Sector, Land Use, page 89:

Land Use

The Beulah Planning Sector contains **stable established** residential neighborhoods. Infill development should be of a compatible use, type, and density and in accordance with the guidance provided by the Policy Plan under Land Use Objectives 8 and 14.

Where substantial parcel consolidation is specified, it is intended that such consolidations will provide for projects that function in a well-designed, efficient manner and provide for the development of unconsolidated parcels in conformance with the Area Plan.

The area bounded by Franconia Road on the north, and Beulah Street and Grovedale Drive on the east and west, respectively, should develop as the community focal point for the greater Franconia area. **The area is characterized by a mix of uses including office, community-serving retail, residential, A cluster of public facilities (including the Franconia Governmental Center), community serving office and retail uses, and the historic Olivet Episcopal Church are located here. A new Franconia Governmental Center and Kingstowne Library combined facility located south of Manchester Boulevard at Beulah Street and Silver Lake Boulevard is anticipated to be completed in 2025.** Compatible redevelopment along with an urban park will help establish this area as a community focal point and complement the function of this area as a location for community activities and interaction.

Figure 37 indicates the geographic location of land use recommendations for this sector.  
...



## ATTACHMENT 1

**MODIFY:** Fairfax County Comprehensive Plan, 2017 Edition, Area IV, Springfield Planning District, as amended through July 25, 2023, S9- Beulah Community Planning Sector, Land Use, Recommendation #3, page 91:

3. ~~Within the~~ The area bounded by Franconia Road, Beulah Street, and Grovedale Drive, also known as the Franconia Triangle, should develop as the community focal point for the greater Franconia area through compatible redevelopment with a mix of uses, public facilities, and an urban park that provide for community activities and interaction. The Franconia Governmental Center (relocating in 2025), Franconia Volunteer Fire Station, and historic Olivet Episcopal Church are planned for public facilities at the baseline level. The area located south and west of both the Franconia Volunteer Fire Station and the Franconia Governmental Center is planned for low intensity office use. Neighborhood-serving retail use up to ~~.25~~ .30 FAR is planned along Franconia Road.

Option: As an option, the following uses may be considered subject to the development conditions outlined below:

- a. Tax Map Parcels 81-3 ((5)) 3A, 2A, 2B, 2C1 and 83-3 ((8)) 503 are planned for multi-family residential use up to 120 units inclusive of bonus related to affordable and workforce dwelling units. Compatible, ancillary community serving uses may also be appropriate to complement the residential use.
- b. Tax Map Parcels 81-3 ((5)) 15, 15A, 15B, 15C, 17C and 17D are planned for multi-family and attached residential use up to a maximum of 12 dwelling units per acre exclusive of bonus related to affordable and workforce dwelling units.
- c. Tax Map Parcel 81-3 ((5)) 16 may be appropriate for attached residential use subject to consolidation or coordination of development with the adjacent residentially planned parcels. Residential densities under this option should be similar to densities in bullet b. **Development on this parcel should integrate, to the greatest extent practicable, with the adjacent development option in bullet b, through a coordinated site plan, architectural consistency, and cohesive urban design.**
- d. With substantial consolidation, retail uses along Franconia Road may develop at 0.3 Floor Area Ratio (FAR). Redevelopment should provide adequate screening from residential uses.

~~In order to~~ To develop under the options above ~~either office or retail uses in the area,~~ the following conditions should be met:

- Substantial parcel consolidation and a coordinated development plan that reflects a superior well-designed site layout and architectural design should be an elements of any development proposal. **As options are implemented separately within the Franconia Triangle, consideration should be given to consistency of site and architectural design within the Franconia Triangle to create a cohesive neighborhood.**

## ATTACHMENT 1

- Residential building heights should be limited to a maximum of four stories and no taller than 52 feet excluding rooftop equipment.
- The visual impact of any proposed non-residential development on the adjacent stable established, low density residential neighborhood to the east should be screened by using substantial landscaping, berms, and other effective and aesthetic screening techniques. No commercial uses should directly front on Beulah Street;
- Olivet Episcopal Church is a significant heritage resource listed in the Fairfax County Inventory of Historic Sites and should be preserved. A reconnaissance level field survey should be conducted prior to final design plans to identify other potential and, if significant historic heritage resources. If significant resources are found, an effort should be made to preserve them and, if possible, incorporate them into the proposed design through rehabilitation and adaptive reuse. If preservation is not feasible, then, in accordance with countywide objectives and policies as cited in the Heritage Resources section of the Policy Plan, the threatened resource should be thoroughly recorded and in the case of archaeological resources, the artifacts recovered appropriate preservation measures should be incorporated into the design phase;
- An assessment of the health and condition of existing trees should be conducted on the site. Development should be designed to retain as many of the native and non-invasive trees that are good candidates for preservation;
- Residential development should provide a publicly accessible urban park that is coordinated between the developments, centrally located within the block, and provides interparcel connectivity. Pedestrian connectivity should be provided from Franconia Road and Beulah Street through the residential development to the centrally located urban park. Programming in the park should serve the residents of the developments and the surrounding community. Open space should also be provided on each development site to serve the respective residents;
- Development should be designed to retain as many of the indigenous hardwood trees as possible. Pedestrian-oriented open space areas, such as an easily accessible urban park, should be incorporated as an element of the development plan; and
- An off-street shared use path with landscape buffers is recommended along Franconia Road. Along Beulah Street, separated bike lanes and sidewalks or a shared use path are recommended. On-road bicycle facilities and sidewalks are recommended for Grovedale Drive. Streetscape design should include adequate sidewalk and buffers widths and accommodate street trees where appropriate and ensure tree viability with adequate buffers;
- Roadway improvements necessary to ensure an acceptable level of service within the Franconia Triangle area affected by the redevelopment should be provided, and;- site design should accommodate interparcel access for vehicles and pedestrians to the

extent possible. The design of the internal circulation pattern and the location of related access points should be planned to minimize the traffic impact on the adjacent residential area.

- Stormwater quantity and quality control measures should be provided that are more extensive than County minimum requirements. Development and redevelopment projects should reduce stormwater runoff to that of a good-forested condition, to the extent feasible. Stormwater control measures should be provided with the goal of retaining and managing stormwater onsite, minimizing downstream flood risk, reducing total runoff volumes, and significantly delaying the entry of stormwater runoff into the stream system.

Tax Map Parcel 81-3((5))13 on Grovedale Drive, may also be appropriate for retail use up to .25 .30 FAR.

**MODIFY**

**FIGURE:** Fairfax County Comprehensive Plan, 2017 Edition, Area IV, Springfield Planning District, as amended through July 25, 2023, S9- Beulah Community Planning Sector, Figure 39, Parks and Recreation Recommendations, page 95:

**FIGURE 39  
PARKS AND RECREATION RECOMMENDATIONS  
SECTOR S9**

PARK CLASSIFICATION	RECOMMENDATIONS
NEIGHBORHOOD PARKS:	Neighborhood Park facilities should be provided in conjunction with new residential development.  An Urban Park should be provided in conjunction with <u>commercial</u> development in the area of the Franconia Government Center.
COMMUNITY PARKS:	This sector lies within the service area of Beulah Community Park.
DISTRICT PARKS:	This sector is currently not served by a District Park.

**COMPREHENSIVE LAND USE PLAN MAP:**

The Comprehensive Land Use Plan Map will not change.

**COUNTYWIDE TRANSPORTATION PLAN MAP:**

The Countywide Transportation Plan Map will not change.